
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

Mr. Daniel Babin	Chairman
Mr. Clayton Voisin, Jr.	Vice-Chairman
Mr. Brien Pledger	Member
Mr. Carl Harding	Member
Mr. John Amedee	Member
Mr. Kevin Champagne	Member
Mr. Clyde Hamner	Member
Ms. Kim Chauvin	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

August 12, 2024
5:40 PM

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

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on 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:** Providing for the acceptance of work performed by Foret Contracting Group, LLC, in accordance with the Certificate of Substantial Completion for Parish Project No. 21-PARK-66, Bayou Country Sports Park Boys Concessions, Terrebonne Parish, Louisiana.
- 2. RESOLUTION:** Providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 23-PARK-46, Bayou Country Sports Park Limestone Parking Lot, Terrebonne Parish, Louisiana.

3. **RESOLUTION:** Providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 16-DRA-67, Lower Little Caillou Drainage Pump Station Replacement (D-04), Terrebonne Parish, Louisiana.
4. **RESOLUTION:** Award the Request for Bids (RFB) received for Parish Project No. 23-SEW-24, Elysian Field Sewer Force Main Repair to Norris and Boudreaux Contractors, L.L.C. and authorizing the Parish President and/or his designee to execute the contract and provide for related matters.
5. **RESOLUTION:** Authorize the Parish President or Parish Administration to execute a subrecipient agreement for funding through the American Rescue Plan: Coronavirus State and Local Fiscal Recovery Funds in the amount of \$110,000 between South Central Planning and Development Commission and TPCG. The purpose is to augment the Nuisance Abatement Division of Planning and Zoning Department to process additional derelict structure and condemnation proceedings. This will cover approximately twenty-five properties and will include all procedural and demolition services.
6. Consider the introduction of an ordinance to Authorize the Parish President to Enter into an Amendment No. 2 to the Intergovernmental Agreement and Lease with Recreation District No. 11 to Remove Authement St. Park, City (Airbase) Park (Excluding the Gym, Pool, and Football Field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex from the Agreement and Return Care, Custody, and Control of those Parks to Terrebonne Parish Consolidated Government; and call a Public Hearing on Wednesday, August 28, 2024 at 6:30 p.m.
7. Consider the introduction of an ordinance amending Ordinance No. 9030 and the Terrebonne Parish Code of Ordinances which established a “No Parking Zone” on Polk Street to extend the existing zone northward to 532 Polk Street, authorizing the installation of said signs, and addressing other matters relative thereto, and call a public hearing on said matter on Wednesday, August 28, 2024, at 6:30 p.m.
8. Adjourn

Category Number:
Item Number:



Monday, August 12, 2024

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, August 12, 2024

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, August 12, 2024

Item Title:

Substantial Completion for Bayou Country Sports Park Boys Concessions

Item Summary:

RESOLUTION: Providing for the acceptance of work performed by Foret Contracting Group, LLC, in accordance with the Certificate of Substantial Completion for Parish Project No. 21-PARK-66, Bayou Country Sports Park Boys Concessions, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/7/2024	Executive Summary
Resolution	8/7/2024	Resolution
Backup Material	8/7/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
21-PARK-66	Bayou Country Sports Park Boys Concessions

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of a baseball common area and concessions stand for the Bayou Country Sports Park.

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 PROJECT ALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
<u>YES</u>	IF YES AMOUNT BUDGETED:
N/A	

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

Jeanne P. Bray

8/6/2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing for the acceptance of work performed by Foret Contracting Group, LLC, in accordance with the Certificate of Substantial Completion for Parish Project No. 21-PARK-66, Bayou Country Sports Park Boys Concessions, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated September 15, 2023 with Foret Contracting Group, LLC, for Parish Project No. 21-PARK-66, Bayou Country Sports Park Boys Concessions, Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1678950 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 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. 1678950 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 _____, 2024.

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 _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY _____, 2024.

TAMMY E. TRIGGS, CLERK
TERREBONNE PARISH COUNCIL

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. 21-PARK-66

ENGINEER'S Project No. 032-029-01

Project: Bayou Country Sports Park Concessions

CONTRACTOR: Foret Contracting Group, LLC

Contract For: Bayou Country Sports Park Concessions

Contract Date: September 18, 2023

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: Foret Contracting Group, 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

July 8, 2024

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

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 JULY 19, 2024

ALL SOUTH
.....
ENGINEER
By [Signature]

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

.....
CONTRACTOR

By

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

.....
OWNER

By

BAYOU COUNTRY SPORTS PARK CONCESSIONS
TPCG PROJECT NO. 21-PARK-66
ASCE PROJECT NO. 032-029-01
7-17-24

TENTATIVE LIST OF ITEMS TO BE COMPLETED OR CORRECTED

Visual inspection of the project site was performed on 7-17-24, the result of the inspection is as follows:

ALL SOUTH CONSULTING ENGINEERS, LLC - ITEMS
CRAIG C. HEBERT, ARCHITECT - ITEMS
CASTAGNOS GOODWIN UTLEY ENGINEERS, LLC - ITEMS

- Item No. 1: Electrician to investigate and address breaker #5 (water heater) in the concession storage room (breaker continues to trip). \$1,750.00
- Item No. 2: Pressure wash the entire concrete area around the concessions building. \$350.00
- Item No. 3: Pressure wash the entire ground level common area concrete around the concessions building. \$2,500.00
- Item No. 4: Center and anchor all bleachers directly under the shade canopies (10 total). \$750.00
- Item No. 5: Align the scorer tables left leg between the PA box and the electrical receptacle and anchor (5 total). \$375.00
- Item No. 6: Wipe down (clean) all shade cover columns, bleachers and scorer's tables. \$125.00
- Item No. 7: Remove concrete forms from Avenue "B". \$125.00
- Item No. 8: Install construction grout to Field #2 / 3rd base dugout chipped concrete. \$75.00
- Item No. 9: Install construction grout to Field #3 / 1st base washed out concrete. \$75.00
- Item No. 10: Remove wire used as a pull handle behind the home plate backstop wall of Field #3. \$25.00
- Item No. 11: Install joint sealant along the center keyway of Avenue "B". \$150.00
- Item No. 12: Lower all box covers behind the home plate backstop wall to the concrete elevation. \$300.00

- Item No. 13: Avenue "C", Field #2 side – Replace broken box cover behind the home plate backstop wall. \$50.00
- Item No. 14: Replace 3 concrete panels behind the home plate backstop wall of Field #3 (2 have tire ripples and 1 has a crack). \$800.00
- Item No. 15: Grade and seed all grass areas in common area (5 total) and all avenues (5 total). \$2,850.00
- Item No. 16: Ensure the extended outfields of Field #2 and #3 have a proper grade to drain and are seeded \$3,000.00
- Item No. 17: Ensure all basins and storm drainpipes are cleaned of dirt, sand, debris. \$800.00

Architectural Substantial Completion Inspection Punch List

Project: Bayou Country Sports Park Boys Concession

Date: July 17, 2024

It is the responsibility of the General Contractor to properly and thoroughly correct all items listed for each room, as indicated. This Punch List is an amendment to the Contract Documents and in no way alleviated the General Contractor from their responsibility to that original contract. While some items may not be present in this Punch List, the General Contractor is required to provide the necessary services to complete the project as per the intent of the Contract Documents. It is also the responsibility of the General Contractor to complete this work in a timely and efficient manner.

General Notes:

1. General clean-up of both Toilet Room, Mech. Room & Concession Stand Area and Umpire Changing Area. (See Notes at Each Space)
2. Install rubber door silencers. (\$50.00)
3. Install Building Signage. (\$0.00 – Item Completed)

Men's Toilet Room:

1. Grout around electrical outlet (\$100.00)
2. Lower all mirrors. (\$0.00 – Item Completed)
3. Adjust timing on faucets. (\$0.00 – Item Completed)
4. General clean-up of construction dust on ceramic tile wall finish. (\$100.00)

Women's Toilet Room:

1. Touch up grout joint in corner of Toilet Room, near the hinge side of door.
2. Add screws to Handicap Stall Partition at each bracket. (\$50.00)
3. Fix wall finish at Occupancy Sensor in Closet. (\$50.00)
4. Add door silencers at Closet Door Frame. (\$25.00)
5. Add Ceiling Grid Splicer at ceiling track near Closet. (\$50.00)
6. Touch-Up Paint @ Door & Door Frames. (\$50.00)
7. Lower all mirrors. (\$0.00 – Item Completed)
8. Adjust timing on faucets. (\$0.00 – Item Completed)
9. General clean-up of construction dust on ceramic tile wall finish (\$150.00)

Concessions Area:

1. General clean-up of construction dust on FRP Panels. (\$125.00)
2. Remove excess caulking at millwork and FRP Panels. (\$75.00)
3. Remove construction labels from concession windows. (\$50.00)



Concession Storage Area:

1. Anchor three (3) – bowl sink to wall. **(\$50.00)**
2. General clean-up of construction dust on FRP Panels. **(\$100.00)**
3. Add shroud to miscellaneous conduit near electrical panels.

Umpire Locker Room:

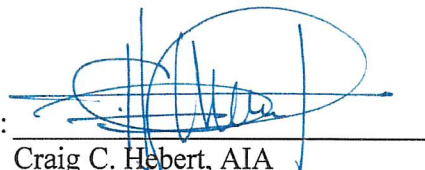
1. General clean-up of construction dust on FRP Panels. **(\$100.00)**
2. Touch-up paint on locker side panel. **(\$50.00)**
3. Touch-up paint on locker benches. **(\$50.00)**
4. Remove excess caulking at FRP Panels. **(\$50.00)**

Exterior Building Perimeter:

1. Clean excess caulking on concession windows. **(\$50.00)**
2. Add pipe drain lines to three (3) HVAC Units. **(\$100.00)**
3. Add NP-1 caulking at HVAC refrigerant lines. **(\$25.00)**
4. Clean smudges from engineered wood planks. **(\$100.00)**

The estimated value of the Architectural Substantial Completion Punch List is One Thousand Five Hundred Fifty Dollars and Zero Cents **(\$1,550.00)**.

Signed: _____



Craig C. Hebert, AIA



CASTAGNOS GOODWIN UTLEY ENGINEERS, L.L.C.

Consulting Mechanical/Electrical Engineers

200 LA-24

Schriever, Louisiana 70395

(985) 876-4200

FIELD REPORT

TO: Craig C. Hebert, AIA
836 Belanger St.
Houma, LA 70360

Date: 7/24/2024

Project No: 032-033-01

Project: BCSP Baseball Concession building

Present at Site: Robert Utley, Taylor LeBlanc

The following was noted at the Substantial Completion Walkthrough July 24nd, 2024:

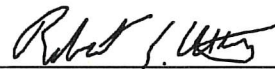
Plumbing:

1. Modify water heater riser piping to match detail. \$700
 - a. Provide and install water hammer arrestors.
 - b. Install heat trap in cold water piping to match detail
2. Replace FS-1 grate with the submitted SS 3/4 grate. Trim grate as required to prevent splashing onto concrete. Cut 45-degree ends on each drainpipe. \$250

Mechanical:

1. Provide owner training, closeout documents, commissioning/warranty paperwork, and schedule DOAS according to owner use. Train owner to override schedule at any time for events outside of regular schedule. Set automatic operation of VRF units between heat and cool outdoor conditions. Coordinate which thermostat shall be master with owner. \$300
2. Provide PVC drain piping from VRF heat pump drain pans to open hub. \$200
3. Lower exhaust fan occupancy sensor sensitivity so that it will run anytime someone enters the room. Typical women's and men's restroom. \$25

Signed:



Robert S. Utley, P.E.



Monday, August 12, 2024

Item Title:

Amendment No. 1 for Bayou Country Sports Limestone Parking

Item Summary:

RESOLUTION: Providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 23-PARK-46, Bayou Country Sports Park Limestone Parking Lot, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/7/2024	Executive Summary
Resolution	8/7/2024	Resolution
Backup Material	8/7/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Project No. 23-PARK-46	Bayou Country Sports Park Limestone Parking

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of a Limestone Parking Lot at the Bayou Country Sports Park.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this amendment is to make changes to Additional Services due to necessary plan revisions of the project during the design phase requested by TPCG.

TOTAL EXPENDITURE	
Increase of \$10,518.75	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
<u>YES</u>	IF YES AMOUNT BUDGETED:
	\$733,257.15

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

Jeanne P. Bray

8/5/2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 23-PARK-46, Bayou Country Sports Park Limestone Parking Lot, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into an Engineering Agreement dated October 19, 2023 with All South Consulting Engineers, LLC, for the Project entitled **Parish Project No. 23-PARK-46, Bayou Country Sports Park Limestone Parking Lot**, and

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

WHEREAS, it is necessary to make changes to the contract due the necessary plan revisions of the project during the design phase, and

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

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

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 1 to the Engineering Agreement for a total increase of \$10,518.75 and authorizes Parish President, Jason W. Bergeron, to execute this Amendment No. 1 to the Engineering Agreement for Parish Project No. 23-PARK-46, Bayou Country Sports Park Limestone Parking Lot with All South Consulting Engineers, LLC, contingent upon a budget amendment, and

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

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2024.

* * * * *

I, TAMMY E. TRIGGS, Assistant Court Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

TAMMY E. TRIGGS
ASSISTANT COURT CLERK
TERREBONNE PARISH COUNCIL

**AMENDMENT NO. 1
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 1, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 20__;

BY AND BETWEEN:

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

ALL SOUTH CONSULTING ENGINEERS, LLC, represented herein by Stephen C. Smith, duly authorized Partner (hereafter sometimes referred to as "ENGINEER"):

is a revision pursuant to Section 5.1.2 (Additional Services) to the ENGINEERING AGREEMENT dated October 19, 2023 for professional engineering services between the OWNER and ENGINEER.

WHEREAS, the Terrebonne Parish Consolidated Government did enter the engineering agreement with All South Consulting Engineers, LLC. dated October 19, 2023 for the **Bayou Country Sports Park Limestone Parking Lot**, identified as **Parish Project No. 23-PARK-46**, and

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

WHEREAS, it is necessary to make changes to the contract due the necessary plan revisions of the project during the design phase, and

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

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

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

Section 5, Paragraph 5.1.1, reads as follows:

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

A percentage of the Construction Cost based on the State of Louisiana Facility Planning & Control Fee Calculator for 2020 attached hereto as Exhibit "C". The Construction Cost used for calculating the fee will be the Construction Cost (i.e. Fee is equal to 8.50% of Construction Estimate of \$770,387.00 or \$65,468.00)

The fee for basic services based on a percentage of the construction cost will have a maximum limitation of 110% of the ENGINEER's Opinion of Probable Construction Cost submitted with the Final Design Documents in accordance with Section 1.4.3 of this contract. The fee for basic services based on a percentage of the construction cost will have a minimum limitation of 90% of the ENGINEER's Opinion of Probable Construction Cost submitted with the Final Design Documents in accordance with Section 1.4.3 of this contract.

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

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

<u>CURRENT SERVICE</u>	<u>LIMITATION</u>	<u>NEW INCREASE</u>	<u>LIMITATION</u>
2.1.2 Survey	\$ 0.00	\$ 9,536.25	\$ 9,536.24
2.1.3 Redesign	\$ 0.00	\$ 982.50	\$ 982.50
TOTAL	\$ 0.00	\$ 10,518.75	\$ 10,518.75

Section 5, Paragraph 5.1.2.2, reads as follows:

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

Section 5, Paragraph 5.1.2.4, reads as follows:

5.1.2.4 Resident Project Services. For resident services during construction furnished under paragraph 2.2.1, on the basis of Exhibit "D" for services rendered by principals and employees assigned to field offices in connection with resident project representation with a Limitation of Cost of **\$54,400.00**

Section 5, Paragraph 5.1.3, reads as follows:

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

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

5.1.5 The estimated cost of Paragraphs 5.1.2, 5.1.3, and 5.1.4, shall have a combined Limitations of Cost in the amount of **\$64,918.75**, which shall not be exceeded without the issuance of a formal change order authorized by the Terrebonne Parish Consolidated Government through its duly authorized President.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hands on this day of _____, 20__.

OWNER:

ENGINEER:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

ALL SOUTH CONSULTING
ENGINEERS, LLC

BY: _____
Jason W. Bergeron
Parish President

BY: _____
Stephen C. Smith
Partner

WITNESSES:

WITNESSES:

July 1, 2024

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

Re: Request for Engineering Amendment No. 1
Bayou Country Sports Park Limestone Parking Lot
TPCG Project No. 23-PARK-46
ASCE Project No. 032-039-01

Dear Ms. Bodin,

As you are aware, we have had a few redesigns on this project, and the prior administration retained the services of Norris & Boudreaux to construct a large portion of the parking lot through their Terrebonne Parish Maintenance Contract. The Recreation Department also had fencing installed around the existing soccer fields, which was falling within the limits of our proposed Parking Lot.

As a result of these items being constructed, we had to spend additional effort to re-survey and locate the constructed fencing and the actual limits of the N&B installed parking, so that we could adjust our design to account for these physical features. We also had to spend additional time revising our project plans before they could be submitted to the State for concurrence to bid.

The total drafting labor expelld for the plan revisions was \$982.50, and the additional labor for surveying and locating the installed fencing and the limits of installed parking was \$9,536.25; see attached man hour labor detail.

In summary the changes to our contract, should TPCG approve this request, are as follows:

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

5.1.2.1 General. For Additional Services rendered under Paragraphs 2.1.1 through 2.1.17, inclusive (Except services covered by Paragraph 2.1.7 and services as a consultant or witness under 2.1.16), on the basis of Exhibit "D", "2022 Rate Sheet". At this time the following additional services are anticipated and Estimated Costs shown below are recommended for budgetary considerations.

<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>CURRENT LIMIT</u>	<u>RECOMMENDED CHANGE</u>	<u>NEW LIMIT</u>
2.1.2	Survey	\$0.00	\$9,536.25	\$9,536.25
2.1.3	Revised Plans	\$0.00	\$982.50	\$982.50

All South Consulting Engineers, L.L.C.

Ms. Madeleine Bodin
Engineering Department
Terrebonne Parish Consolidated Government
July 1, 2024
Page 2

Should you have any questions or require additional information, please do not hesitate to contact me. by email at mslovensky@ascellc.com or by phone at (504) 376-9440.

Sincerely,

All South Consulting Engineers, LLC



Michael B. Slovensky, PE
Project Engineer

Invoice

All South Consulting Engineers, LLC
652 Papworth
Metairie, LA 70005

Terrebonne Parish Government
 PO Box 6097
 Houma, LA 70361

July 1, 2024
 Project No: 032-039-01
 Invoice No: <Draft>

Project 032-039-01 BC Sport Park - Parking Lot Project

Professional Services from June 1, 2024 to June 30, 2024

Task 010 Basic Services

Fee

Total Fee		65,468.00			
Billing Phase		Percent of Fee	Fee	Percent Complete	Earned
Study and Report		10.00	6,546.80	100.00	6,546.80
Preliminary Design		15.00	9,820.20	100.00	9,820.20
Final Design		45.00	29,460.60	100.00	29,460.60
Bidding		5.00	3,273.40	100.00	3,273.40
Construction Administration/Closeout		25.00	16,367.00	0.00	0.00
			Total Earned		49,101.00
			Previous Fee Billing		49,101.00
			Current Fee Billing		0.00
			Total Fee		0.00
			Total this Task		0.00

Task 020 Supplemental Services

Phase C		Resident Inspection			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	0.00	0.00	
Limit				54,400.00	
Remaining				54,400.00	
			Total this Phase		0.00
			Total this Task		0.00

Task 021 Soccer Field Fencing

Total this Task 0.00

Task 022 Revised Plans

Professional Personnel

		Hours	Rate	Amount
Pre Professional Engineering Intern I				
Perkins, Jeremy	1/24/2024	1.00	120.00	120.00
reviewed owner comments on plans and specifications; markups to plans and revised advertisement and bid form; reponse letter to Owner				
Perkins, Jeremy	1/25/2024	.25	120.00	30.00
revised Project Manual cover sheet for PM's stamp				
Perkins, Jeremy	1/26/2024	1.25	120.00	150.00
prepared project deliverables				

Project	032-039-01	BC Sport Park - Parking Lot Project	Invoice	<Draft>
CADD Technician Level II				
Breidenstein, Scott	12/4/2023	3.00	105.00	315.00
paste new topop data on top of old EG surface, update feature line elevations and rebuild proposed fill surface				
Breidenstein, Scott	12/5/2023	2.50	105.00	262.50
add grading and create volume surface, report quantity total to JTP/MBS				
Breidenstein, Scott	1/24/2024	.50	105.00	52.50
revise title sheet w/ new council members, add revision triangle and note, update callout and add note, add revision triangle, remove prelim stamp and plot for submittal				
Breidenstein, Scott	1/25/2024	.50	105.00	52.50
re-add preliminary stamp, update to say BID SET SUBMITTAL, move to bottom of sheet, re-plot and re-submit for BID SET SUBMITTAL				
Totals		9.00		982.50
Total Labor				982.50
Total this Task				\$982.50

Task 023 Survey N&B Construction

Professional Personnel

	Hours	Rate	Amount	
Professional Engineer Project Manager				
Slovensky, Michael	11/7/2023	4.50	210.00	945.00
work on revised estimate				
Slovensky, Michael	11/28/2023	8.75	210.00	1,837.50
Markup plans for drafting to revise layout based upon NB constructed parking surface.				
Slovensky, Michael	11/29/2023	5.00	210.00	1,050.00
Review Qty's, plan markups, onsite to perform measurements for NB wheel stop layout.				
Slovensky, Michael	11/30/2023	3.00	210.00	630.00
Develop plans and specs with staff, review plans for final; submittal.				
1 Man Survey Crew (includes Equipment)				
Lambert, William	11/17/2023	3.00	145.00	435.00
Pre Professional Engineering Intern I				
Perkins, Jeremy	11/27/2023	2.75	120.00	330.00
correspondence with Owner regarding submittal schedule; revised bid form and summary of values				
Perkins, Jeremy	11/28/2023	1.25	120.00	150.00
reviewed plan set markups with PM (transition to existing; fence along conc. S/W and future S/W)				
Perkins, Jeremy	11/29/2023	2.50	120.00	300.00
Site layout with PM and Drafter; sidewalk/parking access transition; site visit for additional measurements				
Perkins, Jeremy	11/30/2023	4.00	120.00	480.00
grading plan revisions; reviewed curb/island elevations; revised schedule of values and cost estimate; phone call with SLECA, Jay Duplantis, and PM regarding existing electrical box depth and guy wire relocation;				
Perkins, Jeremy	12/1/2023	2.50	120.00	300.00
Revisions to project manual (bid form, pay item descriptions); reviewed quantities with PM and revised cost estimate; correspondence to Owner (100% deliverables)				
Perkins, Jeremy	12/4/2023	1.50	120.00	180.00
prepared final submittal documents for delivery to Owner				
Perkins, Jeremy	12/5/2023	1.25	120.00	150.00
reviewed borrow fill material quantity with draftsman; transmittal for Owner deliverables				
CADD Technician Level II				
Breidenstein, Scott	11/28/2023	4.00	105.00	420.00
modify survey dwg to isolate only necessary data, saveas, xref into parking dwg, plot site & grading shfts full size for markup				

Project	032-039-01	BC Sport Park - Parking Lot Project		Invoice	<Draft>
Breidenstein, Scott	11/29/2023	9.00	105.00	945.00	
revise model to reflect exist SW and parking, clean up linework & elev shots, add hatches, create surface for new topo data, move parking area 9' West and modify linework for transition. MBS markups; update overall site to show changes, revise site plan c2.0 - dimensions, annotations, & callouts, move section cut, revise site plan c3.0 - update linework, annotation and dimensions					
Breidenstein, Scott	11/30/2023	9.00	105.00	945.00	
revise grading & drainage plan c4.0, update/remove elev callouts, update annotations & dims, revise grading & drainage c5.0, add slopes to islands & transition, update elev shot callouts, update annotation & dims, update details, update title sheet, revise legend, remove old quantities & PE stamp, plot for internal review, update date on title block and stamp, submit for review					
Breidenstein, Scott	12/1/2023	4.00	105.00	420.00	
MBS/JTP final markups, update project title in TB, remove unneeded dims, clean up exist linework, add clarity to G&D callouts, update section cut & typical section, update conc details, fix grading arrows, update submittal stamp, add PE stamp, plot for 100% submittal					
Clerical/Administrative					
Labiche, Laura	11/21/2023	.25	75.00	18.75	
Reviewed survey daily report for Friday 11/17, input into spreadsheet, verified hours then input into vision.					
Totals		66.25		9,536.25	
Total Labor					9,536.25
				Total this Task	\$9,536.25
				Total this Invoice	\$10,518.75

23 PARK 46



Monday, August 12, 2024

Item Title:

Amendment No. 1 for Lower Little Caillou Drainage Pump Station Replacement (D-04)

Item Summary:

RESOLUTION: Providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 16-DRA-67, Lower Little Caillou Drainage Pump Station Replacement (D-04), Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/7/2024	Executive Summary
Resolution	8/7/2024	Resolution
Backup Material	8/7/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
16-DRA-67	Lower Little Caillou Drainage Pump Station Replacement (D-04)

PROJECT SUMMARY (200 WORDS OR LESS)
To reconstruct an existing pump station.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this amendment is to make changes to Additional Services due to an increase in construction time.

TOTAL EXPENDITURE	
Increase of \$143,190.00	
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:
	\$6,157,042.46

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

Jeanne P. Bray

8/7/2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 16-DRA-67, Lower Little Caillou Drainage Pump Station Replacement (D-04), Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into an Engineering Agreement dated December 27, 2016 with Delta Coast Consulting, LLC, for the Project entitled **Parish Project No. 16-DRA-67, Lower Little Caillou Drainage Pump Station Replacement (D-04)**, and

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

WHEREAS, the Terrebonne Parish consolidated Government is desirous of continuing construction phase services for this project, and

WHEREAS, Delta Coast Consultants, LLC has provided extended services during the construction phase made necessary by prolongation of the construction contract time, and

WHEREAS, the Terrebonne Parish Consolidated Government has requested that Delta Coast Consultants, LLC continue to provide construction phase services thru the completion of the construction contract, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 1 to the Engineering Agreement for a total increase of \$143,190.00, pending a budget amendment and authorizes Parish President, Jason W. Bergeron, to execute this Amendment No. 1 to the Engineering Agreement for Parish Project No. 16-DRA-67, Lower Little Caillou Drainage Pump Station Replacement (D-04) with Delta Coast Consulting, LLC, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, Delta Coast Consulting, LLC.

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2024.

* * * * *

I, TAMMY E. TRIGGS, Assistant Court Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

TAMMY E. TRIGGS
ASSISTANT COURT CLERK
TERREBONNE PARISH COUNCIL

**AMENDMENT NO. 1
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 1, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 20__;

BY AND BETWEEN:

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

DELTA COAST CONCLUTANTS, LLC, represented herein by Mitchell J. Marmande duly authorized Principal (hereafter sometimes referred to as "ENGINEER"):

is a revision pursuant to Section 5.1.2 (Additional Services) to the ENGINEERING AGREEMENT dated December 27, 2016, for professional engineering services between the OWNER and ENGINEER.

WHEREAS, the Terrebonne Parish Consolidated Government did enter the engineering agreement with T. Baker Smith, LLC. dated December 27, 2016 for the **Lower Little Caillou Pump Station Replacement** , identified as **Parish Project No. 16-DRA-67**, and

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

WHEREAS, the Terrebonne Parish consolidated Government is desirous of continuing construction phase services for this project, and

WHEREAS, Delta Coast Consultants, LLC has provided extended services during the construction phase made necessary by prolongation of the construction contract time, and

WHEREAS, the Terrebonne Parish Consolidated Government has requested that Delta Coast Consultants, LLC continue to provide construction phase services thru the completion of the construction contract, and

WHEREAS, the limitation of cost for Additional Services needs to be increased to account for the extended construction contract time, and

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

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

5.1.2.1 General. For Additional Services rendered under Paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by Paragraph 2.1.7 and services as a consultant or witness under 2.1.16), on the basis of Exhibit "D", "**2016 Schedule of Fees**". At this time, the following additional services are anticipated and the Estimated Costs shown below are recommended for budgetary considerations.

<u>CURRENT SERVICE</u>	<u>LIMITATION</u>	<u>NEW INCREASE</u>	<u>LIMITATION</u>
2.1.1 Permit Coordination	\$ 12,500.00	\$ (1,200.00)	\$ 11,300.00
2.1.9 Field Survey	\$ 8,000.00	\$ (800.00)	\$ 7,200.00
2.1.12 Record Drawings	\$ 5,000.00	\$ (3,500.00)	\$ 1,500.00
2.1.13 Extended Services	\$ 0.00	\$ 56,790.00	\$ 56,790.00
2.1.17 ROW & Utility	\$ 2,000.00	\$ (2,000.00)	\$ 0.00
2.1.17 Geotech Investigation	\$ 10,000.00	\$ 0.00	\$ 10,000.00
TOTAL	\$ 37,500.00	\$ 49,290.00	\$ 86,790.00

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

5.1.2.4 Resident Project Services. For resident services during construction furnished under paragraph 2.2.1, on the basis of Exhibit "D" for services rendered by principals and employees assigned to field offices in connection with resident project representation with a Limitation of Cost of **\$209,400.00**

Amend Section 5, Paragraph 5.1.3, to read as follows:

5.1.3 For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services with a Limitation of Cost of **\$2,500.00**.

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

5.1.5 The estimated cost of Paragraphs 5.1.2, 5.1.3, and 5.1.4, shall have a combined Limitations of Cost in the amount of **\$298,690.00**, which shall not be exceeded without the issuance of a formal change order authorized by the Terrebonne Parish Consolidated Government through its duly authorized President.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hands on this day of _____, 20__.

OWNER:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

BY: _____
Jason W. Bergeron
Parish President

ENGINEER:

DELTA COAST CONSULTANTS, LLC

BY: _____
Mitchell J. Marmande
Principal

WITNESSES:

WITNESSES:



631 S. Hollywood Rd.
Houma, Louisiana 70360

985.655.3100 (Tel)

www.deltacoastllc.com

July 18, 2024

via email: mbodin@tpcg.org

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

Dear Ms. Bray:

**Re: Lower Little Caillou Pump Station
TPCG Project No. 16-DRA-67, State No. H.011459
Request for Contract Amendment No. 1-REVSIED**

Delta Coast Consultants, LLC (DCC) is pleased to submit this revised request for contract amendment to Terrebonne Parish Consolidated Government (TPCG) for additional Engineering and Project Representation in accordance with the engineering agreement between TPCG and DCC dated December 27, 2016, for the referenced Project.

DCC has reviewed the existing agreement, remaining budgets, and anticipated remaining tasks. This review included calculating the required increase in Additional Services for Construction Administration and Project Representation required because of the increase in construction time of the Project.

NEED FOR CONTRACT AMENDMENT

The construction agreement for the Project was based on a 365-calendar day contract time. That time is equivalent to approximately 260 working days using normal working hours in accordance with Section 6.3 of Section I General Condition in the contract documents. The current total construction time with all approved change orders is 806 calendar days, an increase of 441-calendar days above the original construction agreement time. Actual working days under the contract were 423 days as of June 20, 2023, the date of Final Completion,. This is an increase of 163-working days above that anticipated in the original construction agreement.



PROPOSED COST

DCC proposes to provide the supplemental Additional Services outlined in the Scope of Work on a Time and Materials basis for an amount not to exceed **\$143,190.00**. Supplemental Additional Services will be provided at the rates in our current agreement for the Project. Our estimate of total hours and costs associated with these supplemental Additional Services is shown below in Table 1. These hours are based on the actual time expended on these tasks for the 163 additional working days. This additional time was made necessary by prolongation of the contract time. Some additional services fees will be balanced with this amendment thus reducing the amount shown in Table 1 to agree with the total fee increase in the amendment.

Table 1 – Estimated Fees Due to Extended Contract Time

Task	Total Hours	Rate	Totals
Additional Services			
2.1.13 Extended Services During Construction			
Sr. Professional Engineer		\$130.00	\$6,890.00
Construction Project Manager	499	\$100.00	\$49,900.00
2.2 Resident Project Representative			
Construction Project Rep. II	960	\$90.00	\$86,400.00
Totals			\$143,190.00

SCOPE OF WORK:

Based on the current scope of the project, we anticipate providing the following professional services for the Project under Amendment No. 1. This amendment will also serve to balance fees in other additional services categories. The adjustments to all additional services categories can be seen in the amendment attached.



- **Additional Services:** The following Additional Services are anticipated for this project:
 - **Contract Administration:** Due to extended services made necessary by prolongation of the construction contract time, DCC will provide supplemental Contract Administration services. DCC shall consult with and advise the owner and act as his representative as provided in the construction contract, make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the work of the contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents.
 - **Resident Project Representative:** Due to extended services made necessary by prolongation of the construction contract time, DCC will provide supplemental Project Representative services. DCC shall provide a project representative to assist Engineer in observing performance of the work of the Contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Project Representative, Engineer shall endeavor to provide further protection for TPCG against defects and deficiencies in the work of Contractor.

Thank you for the opportunity to submit this revised proposal for an amendment to our Engineering Agreement. Should you have any questions or require any additional information, please contact me at (985) 655-3115 or email at Kevin.Rizzo@deltacoastllc.com.

Sincerely yours,

Delta Coast Consultants, LLC

Kevin P. Rizzo, PE, PMP
Engineering Manager

Cc: Jeanne Bray, TPCG capital Projects Administrator
David Rome, TPCG Public Works Director



Monday, August 12, 2024

Item Title:

Resolution to award the Request for Bids (RFB) received for Parish Project No. 23-SEW-24, Elysian Field Sewer Force Main Repair to Norris and Boudreaux Contractors, L.L.C. and authorizing the Parish President and/or his designee to execute the contract and provide for related matters.

Item Summary:

RESOLUTION: Award the Request for Bids (RFB) received for Parish Project No. 23-SEW-24, Elysian Field Sewer Force Main Repair to Norris and Boudreaux Contractors, L.L.C. and authorizing the Parish President and/or his designee to execute the contract and provide for related matters.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/7/2024	Executive Summary
Resolution	8/7/2024	Resolution
Backup	8/7/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Resolution to award the Bid received for Parish Project No. 23-SEW-24, Elysian Sewer Force Main Repair to Norris and Boudreaux Contractors, L.L.C.

PROJECT SUMMARY (200 WORDS OR LESS)

Repairs to the Elysian Sewer Force Main along Industrial Boulevard.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This will allow the Force Main to be placed back in service, and relieve other sewer system within the area.

TOTAL EXPENDITURE

\$219,200

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A NO YES

IF YES AMOUNT BUDGETED:

\$237,540

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE 1 2 3 4 5 6 7 8 9

Alura K. Richaux

8-7-2024

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

RESOLUTION, to award the Request for Bids (RFB) received for Parish Project No. 23-SEW-24 Elysian Field Sewer Force Main Repair to Norris and Boudreaux Contractors, L.L.C. and authorizing the Parish President and/or his designee to execute the contract and provide for relate matters.

WHEREAS, RFBs were received on July 18, 2024, for Parish Project No. 23-SEW-24 Elysian Field Sewer Force Main Repair, and

WHEREAS, based on the information provided by David A. Waitz Engineering and Surveying, Inc., (engineers assigned to this project) recommends awarding the project to Norris and Boudreaux Contractors, L.L.C., in the amount of Two Hundred Nine-teen Thousand, Two Hundred Dollars and Zero Cents (\$219,200.00), and

WHEREAS, the Parish Administration concurs with the recommendation to authorize the award of the project to Norris and Boudreaux Contractors, L.L.C. for Project No. 23-SEW-24 Elysian Field Sewer Force Main Repair, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President and/or his designee to award the above mentioned for Project No. 23-SEW-24 Elysian Field Sewer Force Main Repair to Norris and Boudreaux Contractors, L.L.C., and

BE IT FURTHER RESOLVED that the Parish President and/or his designee and all other appropriate parties be hereby authorized to execute any and all contract documents associated herewith.

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSTAINING:
NOT VOTING:

The Chairman declared the resolution adopted on this the _____ day of _____, 2024.

I, TAMMY E. 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 Assembled Council in Regular Session on _____, 2024, at which meeting a quorum was present.

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



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

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

James M. Templeton, P.L.S.

July 18, 2024

Terrebonne Parish Consolidated Government
Division of Pollution Control
P. O. Box 2768
Houma, LA 70361

Attention: Mr. David Tyler,
Engineering Analyst

RE: RECOMMENDATION OF AWARD OF PROJECT TO LOW BIDDER -AND-
TRANSMITTAL OF BID TABULATION – ELYSIAN FIELD SEWER FORCE MAIN
REPAIR PROJECT - TERREBONNE PARISH CONSOLIDATED GOVERNMENT,
POLLUTION CONTROL DEPARTMENT – ENGINEER'S PROJECT NO. 2022-152

Dear Mr. Tyler:

I have reviewed the bids received on Thursday, July 18, 2024, for the above referenced project and find that they are complete, a copy of the Bid Tabulation is enclosed.

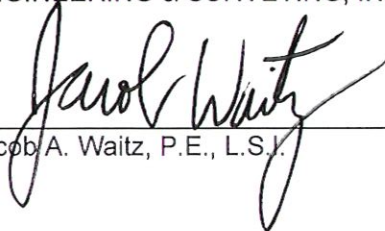
It is my recommendation that this project be awarded to Norris & Boudreaux Contractors, L.L.C., who submitted a low bid of \$219,200.00. We attempted to receive three quotes for this project; however, only two responded.

We would recommend that you place this matter on the Agenda for the next scheduled Parish Council meeting for consideration and acceptance by the Parish Council. We will await Council action to accept the low bid of Norris & Boudreaux Contractors, L.L.C. to proceed further with the project.

Please call if there are any questions or further information required.

Sincerely,

DAVID A. WAITZ
ENGINEERING & SURVEYING, INC.



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

JAW/saw

Enclosure: Bid Tabulation

Cc: Mr. Jason W. Bergeron, Parish President
Ms. Sharon Ellis, Purchasing
Ms. Tammy E. Triggs, Council Clerk
Mr. Noah J. Lirette, Chief Administrative Officer
Ms. Felicia Aubert, Contracts Accountant
Ms. Debbie Robichaux, Pollution Control
Reading File (with enclosures)

BID TABULATION

BID DATE: JULY 18, 2024 AT 2:00 P.M.

**ELYSIAN FIELDS SEWER FORCE MAIN REPAIR PROJECT ALONG INDUSTRIAL BOULEVARD
- TERREBONNE PARISH, LOUISIANA -
PARISH PROJECT NO. 23-SEW-24
ENGINEER'S PROJECT NO. 2022-152**

CONTRACTOR	LICENSE NO.	TOTAL BASE BID
BYRON E. TALBOT CONTRACTOR, INC.	70787	N/A
NORRIS AND BOUDREAUX CONTRACTORS, L.L.C.	49508	\$219,200
LA CONTRACTING ENTERPRISE, L.L.C.	34263	\$292,100

I DO HEREBY CERTIFY THAT THIS BID TABULATION FORM REPRESENTS A TRUE AND CORRECT
JULY 18, 2024 AT 2:00 P.M.

DAVID A. WAITZ ENGINEERING & SURVEYING, INC.
CIVIL ENGINEERS & PROFESSIONAL LAND SURVEYORS

BY: 
JACOB A. WAITZ, P.E., L.S.I.



BID TABULATION

BID DATE: JULY 18, 2024

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
 ELYSIAN FIELD SEWER FORCE MAIN REPAIR PROJECT
 TERREBONNE PARISH, LOUISIANA
 ENGINEER'S PROJECT NO. 2022-152

ITEM NUMBER	ITEM DESCRIPTION	UNITS	QUANTITY	NORRIS AND BOUDREAU CONTRACTORS, L.L.C.		BYRON E. TALBOT CONTRACTOR, INC.		LA CONTRACTING ENTERPRISE, L.L.C.	
				BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
1	MOBILIZATION	LUMP SUM	1.0	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$28,000.00	\$28,000.00
2	TIE-INTO EXISTING 14" PVC SEWER FORCE MAIN	EACH	2.0	\$1,500.00	\$3,000.00	\$0.00	\$0.00	\$26,000.00	\$52,000.00
3	FLOWABLE FILL	CUBIC YARDS	10.0	\$20.00	\$200.00	\$0.00	\$0.00	\$900.00	\$9,000.00
4	14" C-905 PVC PIPE (OPEN CUT)	LINEAR FEET	100.0	\$400.00	\$40,000.00	\$0.00	\$0.00	\$375.00	\$37,500.00
5	14" C-905 PVC PIPE (BORE)	LINEAR FEET	40.0	\$400.00	\$16,000.00	\$0.00	\$0.00	\$660.00	\$26,400.00
6	DUCTILE IRON FITTINGS	POUNDS	1,500.0	\$10.00	\$15,000.00	\$0.00	\$0.00	\$14.00	\$21,000.00
7	CUT AND PLUG EXISTING 14" FORCE MAIN	EACH	2.0	\$2,500.00	\$5,000.00	\$0.00	\$0.00	\$2,500.00	\$5,000.00
8	AERIAL CROSSING	EACH	1.0	\$115,000.00	\$115,000.00	\$0.00	\$0.00	\$93,500.00	\$93,500.00
9	REMOVE AND REPLACE EXISTING UNDERGROUND AIR RELEASE VALVE (A.R.I. D-025 SB)	EACH	1.0	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$12,000.00	\$12,000.00
10	INSTALL NEW AIR RELEASE VALVE (A.R.I. SB D-025TP02) (AERIAL CROSSING)	EACH	1.0	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$7,700.00	\$7,700.00
	TOTALS				\$219,200.00		N/A		\$292,100.00

LOW BIDDER



Monday, August 12, 2024

Item Title:

Resolution to Authorize Parish President to Execute Subrecipient Agreement with SCPDC for Assistance with Condemnation Proceedings

Item Summary:

RESOLUTION: Authorize the Parish President or Parish Administration to execute a subrecipient agreement for funding through the American Rescue Plan: Coronavirus State and Local Fiscal Recovery Funds in the amount of \$110,000 between South Central Planning and Development Commission and TPCG. The purpose is to augment the Nuisance Abatement Division of Planning and Zoning Department to process additional derelict structure and condemnation proceedings. This will cover approximately twenty-five properties and will include all procedural and demolition services.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/8/2024	Executive Summary
Cover Memo	8/8/2024	Cover Memo
Resolution	8/8/2024	Resolution
TPCG and SCPDC Subrecipient Agreement	8/8/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Resolution to Authorize Parish President to Execute Agreement with SCPDC for Assistance with Condemnation Proceeding.

PROJECT SUMMARY (200 WORDS OR LESS)

A resolution to authorize the Parish President or Parish Administration to execute a subrecipient agreement for funding through the American Rescue Plan: Coronavirus State and Local Fiscal Recovery Funds in the amount of \$110,000 between South Central Planning and Development Commission and TPCG. The purpose is to augment the Nuisance Abatement Division of Planning and Zoning Department to process additional derelict structure and condemnation proceedings. This will cover approximately twenty-five properties and will include all procedural and demolition services.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG Nuisance Abatement Division has over 500 open derelict structure files which is unprecedented. We are only able to effectively process 50 properties per quarter, but more are reported daily. These services will provide additional capacity to process more properties utilizing funds the Parish has already been allocated for this purpose. This initial effort is for 25 properties which could be extended to cover more. Once the number of open case files has been reduced to a level that is manageable with our in-house staff we will terminate the contract.

TOTAL EXPENDITURE

\$110,000

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

\$110,000

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

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

8/8/2024

Signature

Date

August 8, 2024

MEMO TO: Hon. Jason W. Bergeron
Parish President

FROM: Chris Pulaski
Planning and Zoning Department

SUBJECT: Request for Agenda Item April 12th and 14th, 2024

Please find the following items for your review:

- A resolution authorizing the Parish President to enter into a subgrantee agreement between Terrebonne Parish Consolidated Government and South Central Planning and Development Commission to augment Nuisance Abatement Condemnation Proceedings to provide for an additional 25 properties for an estimated amount of \$110,000.

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

OFFERED BY: _____

SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PARISH PRESIDENT OR PARISH ADMINISTRATION TO EXECUTE A SUBRECIPIENT AGREEMENT FOR FUNDING THROUGH THE AMERICAN RESCUE PLAN: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BETWEEN SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION (“SCPDC”) AND THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”).

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 endeavors with each other, with the United States or its agencies, or with any public or private corporation or individual”; and

WHEREAS, SCPDC offers cost efficient condemnation and/or demolition services using technology designed to manage complex governmental and legal processes required to properly condemn a structure/property; and

WHEREAS, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program, and

WHEREAS, this program is intended to provide support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses, and

WHEREAS, TPCG was allotted \$44,803,757, of which \$22,401,879 has been received and the remainder will be received in 2024, and

WHEREAS, one eligible activity under the SLFRF funds is to respond to the public health and negative impacts of the pandemic, and

WHEREAS, the following are eligible activities under the public health and negative impacts:

- Demolition or deconstruction of vacant or abandoned buildings for neighborhood revitalization; and
- Inspection fees and other administrative costs incurred to ensure compliance with applicable environmental laws and regulations for demolition; and

WHEREAS, TPCG has several abandoned and blighted properties and would like to address these homes through the use of the SUBRECIPIENT to supplement the current work that is being done through the TPCG Nuisance Abatement Department; and

WHEREAS, the SLFRF funds allow TPCG to utilize a subrecipient to fulfill an eligible activity program, and

WHEREAS, SUBRECIPIENT, described above, is eligible to receive the award described below from the SLFRF program, in consideration for its compliance with certain reporting and usage regulations more fully described herein.

WHEREAS, TPCG finds that it is in the best interest of Terrebonne Parish to engage the services of SCPDC as the subrecipient to receive the award to perform cost efficient condemnation and/or demolition services using technology designed to manage complex governmental and legal processes required to properly condemn a structure/property; and

WHEREAS, the expenditures according to this agreement, taken as a whole, do not appear to be gratuitous; and

WHEREAS, TPCG wishes to execute an agreement of the same substance as the one attached hereto, subject to its legal department's approval.

SECTION I

BE IT RESOLVED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish Administration is hereby authorized to execute the Agreement between TPCG and South Central Planning and Development Commission for cost efficient condemnation and/or demolition services.

SECTION II

If any word, clause, phrase, section, or other portion of this resolution shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this resolution shall remain in full force and effect, the provisions of this resolution hereby being declared to be severable.

SECTION III

This resolution shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This resolution, having been introduced, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted on this _____ day of _____, 2024.

* * * * *

I, _____, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Service Committee in Regular Session on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF _____, 2024.

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**SUBRECIPIENT AGREEMENT
FOR FUNDING THROUGH THE
AMERICAN RESCUE PLAN: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

STATE OF LOUISIANA
PARISH OF TERREBONNE

THIS Agreement entered this _____ day of August, 2024, by and between the

I. PARTIES

Terrebonne Parish Consolidated Government (herein called "TPCG"), a political subdivision of the State of Louisiana, with a mailing address of PO Box 2768, Houma LA 70361, represented herein by Jason W. Bergeron, Parish President by virtue of Terrebonne Parish Ordinance No. _____, or his duly authorized designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1684823; and

SUBRECIPIENT, described as follows:

Name: _____

Entity Type: _____

[e.g., political subdivision, agency, limited liability company, corporation]

EIN: _____

Physical Address: _____

Mailing Address: _____

Authorized Representative: _____

*attach proof of authorization, such as a resolution or certificate of authority, or certified minutes of the meeting of the governing board;

who agree as follows:

II. PREAMBLES

WHEREAS, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program, and

WHEREAS, this program is intended to provide support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses, and

WHEREAS, TPCG was allotted \$44,803,757, of which \$22,401,879 has been received and the remainder will be received in 2024, and

WHEREAS, one eligible activity under the SLFRF funds is to respond to the public health and negative impacts of the pandemic, and

WHEREAS, the following are eligible activities under the public health and negative impacts:

- Demolition or deconstruction of vacant or abandoned buildings for neighborhood revitalization
- Inspection fees and other administrative costs incurred to ensure compliance with applicable environmental laws and regulations for demolition,

WHEREAS, TPCG has several abandoned and blighted properties and would like to address these homes through the use of the SUBRECIPIENT to supplement the current work that is being done through the TPCG Nuisance Abatement Department, and

WHEREAS, the SLFRF funds allow TPCG to utilize a subrecipient to fulfill an eligible activity program, and

WHEREAS, SUBRECIPIENT, described above, is eligible to receive the award described below from the SLFRF program, in consideration for its compliance with certain reporting and usage regulations more fully described herein.

NOW, THEREFORE, it is agreed between the parties hereto that:

III. AWARD

TPCG has budgeted a total of one hundred-ten thousand (\$110,000) dollars towards the program and wants to start with an award to SUBRECIPIENT for the condemnation and possible demolition of a total of twenty-five (25) properties in accordance with the proposal submitted by SUBRECIPIENT, (hereinafter the "Award").

TPCG will select the twenty-five (25) properties for the SUBRECIPIENT to begin the condemnation period. The SUBRECIPIENT will work with TPCG's Nuisance Abatement Department to ensure that all requirements for condemnations and demolitions are followed.

TPCG and SUBRECIPIENT have an opportunity to continue with additional properties for condemnation and/or the actual demolition of properties with budget available.

IV. SCOPE OF WORK

- A. GENERAL SCOPE OF WORK: SUBRECIPIENT shall provide cost efficient condemnation and/or demolition services using technology designed to manage complex governmental and legal processes required to properly condemn a structure/property. SUBRECIPIENT shall perform all services and provide all equipment, labor, material, necessary to administer all condemnation proceedings, from start to finish, resulting in the final disposition of a minimum of 25 structures identified by the TPCG and assigned to contractor in writing. Disposition means that (1) an order of condemnation is issued by the Terrebonne Parish Council and all delays for appeal have prescribed, or (2) the structure is brought into compliance and removed from TPCG'S list of structures for condemnation process. SUBRECIPIENT shall provide the condemnation and/or demolition services as follows:
- a. The process for the condemnation of a property shall be initiated when the jurisdiction requests SUBRECIPIENT to inspect a particular property to determine the existence of derelict conditions meeting the minimum legal criteria for a property to be condemned.
 - b. The following are the SUBRECIPIENT personnel used and specific action items they perform:
 - i. Clerical:
 1. Review information from TPCG and enter pertinent information into condemnation program;
 2. Notify Inspection Office personnel for scheduling Certified Building Official (CBO), who must be certified by the International Code Council, for property inspection;
 3. If property fails inspection, send request letter for property abstract to abstractor, track abstract progress;
 4. Review abstract with lawyer;
 5. Prepare and forward Violation Notice for signature of TPCG representative; track Violation Notice; work with TPCG personnel for setting hearing notice of TPCG Council Condemnation meeting agenda;
 6. File Violation Notice with Clerk of Court; (Lis Pendens);
 7. Forward Violation Notice to property owner(s) and all other entities having a property interest with condemnation hearing and date and location;
 8. Manage service confirmation for Violation Notice;
 - ii. Pre-Hearing Preparation:
 1. Confirm proper service;
 2. Schedule update inspection;
 3. Overview of file with lawyer immediately prior to hearing;
 - iii. Post-Condemnation:
 1. Draft Condemnation Order for signature of TPCG representative, track return of signed Condemnation Order;
 2. Review Condemnation Order for correctness;
 3. Forward Order to property owner(s) as well as all identified entities having a property interest in said property;
 4. Monitor return of green cards showing service;
 5. Schedule post-condemnation inspection with CBO to see if property owner complied with Condemnation Order;
 6. Report to TPCG with Post Condemnation Inspection Report;
 7. At the direction of TPCG, request bids for demolition via email and USPS detailing that all responses are to be forwarded to the Parish for opening, consideration and awarding;
 - iv. CBO Pre-Condemnation Hearing:
 1. CBO notified and scheduled for property inspection and evaluation;
 2. Travels to inspection site, conducts inspection and prepares Inspection Report;

3. Re-inspects property day of Condemnation Hearing and updates reports providing same as a witness at the Condemnation Hearing;
 - v. Post Condemnation Hearing:
 1. After delays have run against property owner to comply with the Condemnation Order, schedule and re-inspect condemned property for compliance and prepare and updated report;
 - vi. Legal Counsel:
 1. Review abstracts;
 2. Condemnation Hearing preparation;
 3. Overview and Management of process;
 4. Ensure that the notices, orders, and liens are filed in the public record of the parish as required by law and necessary to maintain the TPCG's privileges and liens *in rem*;
 5. Send notices to TPCG's appointed ad hoc attorney for any properties requiring an ad hoc.
- B. ADDITIONAL SCOPE OF WORK: to be authorized by task order only, executed by both parties: Within 15 days of an order of condemnation issued by the Council for any structure assigned to SUBRECIPIENT under this agreement, SUBRECIPIENT shall submit to TPCG a proposal for demolition of that structure. TPCG may, by task order signed by both parties, approve SUBRECIPIENT (including through their subcontractor) to perform the work necessary to demolish the structure. TPCG may authorize payment to SUBRECIPIENT to perform such work at an additional cost to TPCG if funds under the general scope are exhausted. Mode of payment shall be specifically provided for in the task order.

V. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by TPCG under this agreement shall not exceed the Award, which will be paid on a monthly basis, based on unit rates cited in SUBRECIPIENT's proposal (with the exception of demolition), after invoices are submitted to TPCG by SUBRECIPIENT. All invoices should include a detail of what work was performed for each property and a detailed cost associated with that work.
- B. Consideration for general scope of this agreement is hourly, capped at \$110,000.00. All work performed towards the general scope after the cap has been reached will be at contractor's risk and without pay.
- C. TPCG may authorize payment to SUBRECIPIENT for additional scope authorized by task order, to perform such work at an additional cost to TPCG if funds under the general scope are exhausted. Mode of payment shall be specifically provided for in the task order.

VI. INSURANCE

- A. Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:
 1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage; \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate.
 - a. If any crane operations are involved, the policy shall provide riggers liability (lift risk) coverage with minimum limits of \$1,000,000.
 2. Commercial Automobile Liability: \$1,000,000 combined single limits per accident, for bodily injury and property damage.
 3. Workers' Compensation Insurance to meet the applicable statutory requirements and Employers' Liability Insurance with limits of not less than \$1,000,000 and Shall include:
 - a. Alternate Employer Endorsement; and
 - b. Voluntary Compensation Endorsement
 4. Contractors Pollution Insurance:

If the Work involves pollutants of any kind, in any manner, including cleanup, this section applies. The Contractor shall purchase in its name, and maintain during the life of this contract, a pollution liability policy covering losses caused by pollution conditions that arise from the operations of the Contractor. The policy shall provide the following limits and endorsements:

 - a. Minimum acceptable limits: \$1,000,000 each incident; \$2,000,000 aggregate;
 - b. If hauling demolished Materials away, Broad Form Transportation Pollution Form CA 9948 or its equivalent with minimum limits of \$1,000,000 each incident to be included;
 - c. Broad Form Named Insured endorsement to be included;

- d. Fines, penalties and punitive damages to be included;
- e. Clean up costs to be included;
- f. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract; and
- g. 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 Contract is completed or terminated.

B. Other Insurance Provisions:

1. Terrebonne Parish Consolidated Government, its officers, officials, employees and volunteers is to be added as "Additional Insured" on the required General Liability, Contractor's Pollution and Auto Liability policies.
2. CONTRACTOR and its insurers shall agree to waive all rights of subrogation for all lines of coverage against Terrebonne Parish Consolidated Government, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party.
3. Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TPCG.
4. All policies above endorsed to be primary coverage to any other coverage.
5. Coverage should be endorsed to cover property "territory" of operations.

C. Acceptability of Insurers.

Insurance is to be placed with insurers authorized in Louisiana, with a Best's rating of no less than A-VI.

D. Verification of Coverage.

CONTRACTOR shall furnish to TPCG certificates of Insurance effecting coverage required by this article. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by TPCG before work commences. TPCG reserves the right to require complete, certified copies of all required policies, at any time.

VII. REPORTING

SUBRECIPIENT shall report to TPCG the procedures followed and properties condemned and/or demolished ten (10) days after the completion of each fiscal quarter, with the first report to be submitted by January 15, 2025. The first quarter report shall include the month of September. Reporting requirement shall continue until TPCG and SUBRECIPIENT agree to discontinue the program.

VIII. ALLOWABLE ACTIVITIES/COSTS/COST PRINCIPLES

The SLFRF programs allows the following as eligible activities:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- To make necessary investments to water, sewer or broadband infrastructure

SUBRECIPIENT agrees that it is familiar with the COMPLIANCE AND REPORTING GUIDANCE for the Award, and SUBRECIPIENT agrees that it shall use the Award to fund only eligible activities under the SLFRF program.

IX. EQUIPMENT AND REAL PROPERTY MANAGEMENT

SUBRECIPIENT agrees to make any purchase of equipment or real property by with SLFRF funds consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D.

X. MATCHING, LEVEL OF EFFORT, EARMARKING

If SUBRECIPIENT intends to use the AWARD as a non-Federal match for other programs, SUBRECIPIENT agrees that it shall do so only for a non-Federal match in other programs where costs are eligible under both SLFRF and the other program and where use of SLFRF funds is not prohibited by the other program.

XI. Period of Performance

The period of performance for the SLFRF funds is September 1, 2024, through December 31, 2025.

XII. PROCUREMENT, SUBRECIPIENT AND DEBARMENT

SUBRECIPIENT acknowledges and agrees it is responsible for ensuring that any procurement using SLFRF funds or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable.

XIII. SUBRECIPIENT MONITORING, BREACH, DEFAULT, REMEDIES

TPCG will periodically monitor the performance of SUBRECIPIENT and its uses of the SLFRF funds. Substandard performance or ineligible uses of the funds as determined by TPCG will constitute a breach of this Agreement. If action to correct such breach is not taken by SUBRECIPIENT within fifteen (15) days after being notified by TPCG, SUBRECIPIENT shall be in default of this Agreement.

SUBRECIPIENT WAIVES NOTICE OF DEFAULT. In the event of SUBRECIPIENT'S default, TPCG may terminate this Agreement at its sole option and demand reimbursement of any unused funds and any funds spent by SUBRECIPIENT outside of the authorized expenditures under the SLFRF Program.

The imposition of such remedies above shall not be construed as a waiver of any legal remedies the TPCG may have as to any subsequent breach under this Agreement. TPCG shall also maintain the right to avail itself of any legal remedies as provided by law, in addition to the remedies provided herein.

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

XIV. RECORDKEEPING REQUIREMENTS

SUBRECIPIENT shall maintain all records and financial documents regarding this Agreement for five years after the end of the performance period (December 31, 2025). Such records include but are not limited to:

- Records providing a full description of use of SLFRF funds
- Reports submitted to TPCG with all supporting documentation (invoices, contracts, procurement procedures, etc.)

At any time during the term of this Agreement, and up to five years following the end of the performance period, the TPCG shall have the right to require the SUBRECIPIENT to furnish copies of any documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the TPCG.

XV. SINGLE AUDIT REQUIREMENTS

SUBRECIPIENT agrees and understands if it expends more than \$750,000 in Federal awards during its fiscal year, SUBRECIPIENT shall be subject to a mandatory audit under the Single Audit Act. The funds received from TPCG related to SLFRF should be included in the determination of Federal awards and if needed reported under the CFDA No. 21.027

XVI. CIVIL RIGHTS COMPLIANCE

SUBRECIPIENT is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal Funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in

accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

XVII. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on this date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

TPCG
Chris Pulaski, Planning
and Zoning Director
8026 Main Street, 2nd Floor
Houma, LA 70360
Phone: 985-873-6569
Email: cpulaski@tpcg.org

SUBRECIPIENT
Name, Title _____
Address _____
City, State, Zip _____
Phone # _____
Email _____

XVIII. INDEMNIFICATION

SUBRECIPIENT agrees to defend, indemnify, save and hold harmless TPCG, including all Departments, Agencies, Boards and Commissions, their officers, agents servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of Agreement, 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 SUBRECIPIENT, its agents, servants, officers, and/or employees, including volunteers, related to the performance or nonperformance of the Agreement herein entered into, except for losses or injuries occurring as the result of the sole negligence of the Terrebonne Parish Consolidated Government, its departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers. Further, and a result of any such claims, lawsuits and demands, the SUBRECIPIENT 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.

XIX. TERMINATION

- A. This agreement shall be terminated by written mutual agreement and consent of the parties; by 30 days' prior written notice from either party to the other, or by TPCG to SUBRECIPIENT as a result of SUBRECIPIENT'S default or the failure of SUBRECIPIENT to comply with the terms and conditions of this agreement in as satisfactory manner.
- B. The TPCG may terminate the agreement for cause based upon the failure of the SUBRECIPIENT to comply with the terms and/or conditions of the agreement, or failure to fulfill its performance obligations pursuant to the agreement, provided that TPCG give the SUBRECIPIENT written notice specifying SUBRECIPIENT 's failure. If within ten (10) days after receipt of such notice, SUBRECIPIENT has not corrected such failure, or in the case of failure which cannot be corrected within ten (10) days, or SUBRECIPIENT has not begun in good faith to correct such failure and proceed diligently to complete such correction, then the TPCG may, at its option, place the SUBRECIPIENT in default, and this agreement shall terminate on the date specified in such notice.

XX. ADDITIONAL TERMS AND CONDITIONS

No Assignment. No assignment of this Agreement or any right occurring under this shall be made in whole or in part by the SUBRECIPIENT; 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 SUBRECIPIENT, without the express prior written consent of the TPCG. In the event of any assignment, the assignee shall assume the liability with the SUBRECIPIENT who shall continue to remain liable for the faithful performance of the Agreement.

Audit. It is hereby agreed that the State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option of inspecting and auditing all data, records and accounts of the SUBRECIPIENT which relate to this Agreement, upon request, for a period of five (5) years from the end of the performance period herein, or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

No Waiver. The failure of TPCG to enforce any or all of the terms or conditions of this Agreement or of any of the Agreement 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 Agreement Documents.

Familiarity with Laws and Ordinances. SUBRECIPIENT shall familiarize itself with and shall comply with all applicable State and Federal laws, municipal ordinances, resolutions and the rules and regulations of all authorities having jurisdiction over this Agreement, which may directly or indirectly affect the expenditures of the Award made herein.

SUBRECIPIENT shall comply with the SLFRF Program Compliance and Reporting Guidance and reporting requirements in concert with the Award Terms and Conditions, the statutory and regulatory requirements for SLFRF implementation, and the Uniform Guidance (2 CRF Part 200).

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 Agreement, in whole or in part, depends upon compliance with said State and/or Federal Regulations or Laws.

Code of Ethics. The SUBRECIPIENT 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 SUBRECIPIENT in the performance of services called for in the Agreement. The SUBRECIPIENT agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Agreement.

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

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. Program Fraud and False or Fraudulent Statements or Related Acts. The SUBRECIPIENT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the SUBRECIPIENT's actions pertaining to this Agreement.

Reservation of Right to Use TPCG's Attorney. TPCG reserves the right to suspend all work for unit prices for the SUBRECIPIENT's attorney in the event the TPCG wishes to utilize its own attorney for such work, by written notice to SUBRECIPIENT. The SUBRECIPIENT's contractor shall work with TPCG's attorney thereafter.

Not authorized under this Agreement. No fees are authorized related to any training and/or education requirements for SUBRECIPIENT's CBO or attorneys to competently provide services for SUBRECIPIENT under this agreement.

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

Acknowledgment of Exclusion of Unemployment Compensation Coverage. The TPCG and the SUBRECIPIENT expressly declare and acknowledge that the SUBRECIPIENT is an independent contractor 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, neither the SUBRECIPIENT nor anyone employed or contracted by the SUBRECIPIENT shall be considered an employee of the TPCG for the purpose of unemployment compensation coverage.

XXI. ENTIRE AGREEMENT

This agreement, including the attachments, and preambles constitutes the entire agreement between TPCG and SUBRECIPIENT for the use of the Award received under this agreement and it supersedes all prior or contemporaneous communication and proposals, whether electronic, oral or written between TPCG and SUBRECIPIENT with respect to the rights and obligations under this Agreement.

XXII. SIGNATURES

WITNESSES:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

JASON W. BERGERON, PARISH PRESIDENT
per Terrebonne Parish Ordinance No. _____
or NOAH LIRETTE, CAO
per Terrebonne Parish COB # 1684823

date:_____

SUBRECIPIENT

Name, Title

date:_____



Monday, August 12, 2024

Item Title:

Amendment No. 2 to the Intergovernmental Agreement and Lease with Recreation District No. 11

Item Summary:

Consider the introduction of an ordinance to Authorize the Parish President to Enter into an Amendment No. 2 to the Intergovernmental Agreement and Lease with Recreation District No. 11 to Remove Authement St. Park, City (Airbase) Park (Excluding the Gym, Pool, and Football Field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex from the Agreement and Return Care, Custody, and Control of those Parks to Terrebonne Parish Consolidated Government; and call a Public Hearing on Wednesday, August 28, 2024 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/29/2024	Executive Summary
Ordinance	7/29/2024	Ordinance
IGA Lease Agreement	7/29/2024	Backup Material
Exhibit A	7/29/2024	Exhibit
Safety and Health Inspection of Parks	7/29/2024	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Consider the introduction of an ordinance to Authorize the Parish President to Enter into an Amendment No. 2 to the Intergovernmental Agreement and Lease with Recreation District No. 11 to Remove Authement St. Park, City (Airbase) Park (Excluding the Gym, Pool, and Football Field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex from the Agreement and Return Care, Custody, and Control of those Parks to Terrebonne Parish Consolidated Government; and call a Public Hearing on Wednesday, August 28, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG finds it in the best interest of Terrebonne Parish that Recreation District No. 11 return the care, custody, and control of Authement St. Park, City (Airbase) Park (excluding the gym, pool and football field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex to TPCG. TPCG and Rec. Dist. 11 intend to enter into the attached Amendment No. 2 to the Intergovernmental Agreement and Lease to remove the aforementioned parks from the properties covered by the agreement.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Enhance the Quality of Life Department's offerings to the public. To support high quality, well-maintained parks, recreational areas, and greenway network and infrastructure in the parish.

TOTAL EXPENDITURE

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

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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Noah J. Lirette

07/29/2024

Noah J. Lirette, Chief Administrative Officer

Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO AN AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT AND LEASE WITH RECREATION DISTRICT NO. 11 TO REMOVE AUTHEMENT ST. PARK, CITY (AIRBASE) PARK (EXCLUDING THE GYM, POOL, AND FOOTBALL FIELD), JIM BOWIE PARK, MAHLER ST. PARK, PARISH PARK, LEE AVENUE PARK, MAPLE ST. PARK, RIO VISTA PARK, AND THE ADULT SOFTBALL COMPLEX FROM THE AGREEMENT AND RETURN CARE, CUSTODY, AND CONTROL OF THOSE PARKS TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT.

WHEREAS, the Terrebonne Parish Charter, Sec. 2-11(a)(11) provides that an ordinance is required to “Convey or lease or authorize the conveyance or lease of any of the lands or property of the parish government.”; and

WHEREAS, Louisiana Revised Statute 33:1324 provides that any parish or political subdivision of the state may make agreements between or among themselves to engage jointly in the acquisition or improvement of any public project or improvement provided that at least one of the participants to the agreement is authorized under a provision of law to perform such activity for completion of the undertaking; and

WHEREAS, the Terrebonne Parish Consolidated Government (“TPCG”) entered into an Intergovernmental Agreement and Lease with Recreation District No. 11 on June 11, 2009, pursuant to which Recreation District No. 11 (“Rec. Dist. 11”) undertook sole responsibility for the maintenance, upkeep and repairs of all facilities and equipment and immovable property for certain TPCG parks listed in the Exhibit A to the agreement; and

WHEREAS, the Terrebonne Parish Council adopted Ordinance No. 9580 on May 29, 2024 ratifying the June 11, 2009 Intergovernmental Agreement and Lease with Recreation District No. 11 and authorizing the Parish President or Administration to enter into an Amendment No. 1 to that agreement to remove Shady Oaks Park from the lease and return its care, custody, and control to TPCG; and

WHEREAS, TPCG finds that is in the best interest of Terrebonne Parish that Recreation District No. 11 return the care, custody, and control of Authement St. Park, City (Airbase) Park (excluding the gym, pool and football field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex to TPCG; and

WHEREAS, TPCG and Rec. Dist. 11 intend to enter into the attached Amendment No. 2 to the Intergovernmental Agreement and Lease to remove the aforementioned parks from the properties covered by the agreement; and

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that:

SECTION I

The Parish President (or Administration) is hereby authorized to execute and enter into an Amendment No. 2 to Intergovernmental Agreement and Lease with Rec. Dist. 11 to return the care, custody, and control of Authement St. Park, City (Airbase) Park (excluding the gym, pool and football field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex to TPCG, not inconsistent with the proposed amendment attached to this Ordinance, and that the Parish President (or Administration) is hereby authorized to execute and enter into the attached Amendment No. 2 to the Intergovernmental Agreement and Lease between TPCG and Rec. Dist. 11, all in accordance with the terms contained in that agreement, which is attached hereto.

SECTION II

If any word, clause, phrase, section, or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be separable.

SECTION III

This ordinance shall become effective upon approval by the parish president or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The chairman declared the ordinance adopted on this, the ____ day of _____ 2024.

Chair
Terrebonne Parish Council

Tammy Triggs, Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____ vetoed

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

I, Tammy Triggs, Council Clerk for that Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on _____, 2024, at which meeting a quorum was present.

Given under my official signature and seal of this office on this ____ day of _____ 2024.

Tammy Triggs, Council Clerk
Terrebonne Parish Council

STATE OF LOUISIANA

PARISH OF TERREBONNE

**AMENDMENT NO. 2 TO
INTERGOVERNMENTAL AGREEMENT AND LEASE
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
RECREATION DISTRICT NO. 11**

Before the undersigned Notaries Public, duly qualified in their respective parishes, on the dates inscribed below, and in the presence of the undersigned competent witnesses, came and appeared the parties identified below in Article I, who did depose and state that this Act is an Amendment No. 2 to the Intergovernmental Agreement and Lease between the Terrebonne Parish Consolidated Government and Recreation District No. 11 (“Amendment”) and they did further declare to agree as follows:

1. THE PARTIES

1.1. **Terrebonne Parish Consolidated Government**, a political subdivision of the State of Louisiana, appearing herein through its Parish President, JASON W. BERGERON, by virtue of Terrebonne Parish Ordinance No. 24-_____, a copy of which is attached hereto and made a part hereof, or his duly authorized designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1684823 (hereinafter referred to as “Owner” or “TPCG”); whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361; and

1.2. **Recreation District No. 11**, an agency of the state of Louisiana and a body corporate, organized under the laws of Louisiana, herein represented by its duly authorized Chairman of the Board, Rev. Dr. Vincent Fusilier, Sr., as can be seen from the attached resolution from the Board of Commissioners, whose mailing address is Post Office Box 4294, Houma, Louisiana 70361, (hereinafter called the "DISTRICT" or "LESSEE").;

who, in consideration of the covenants and agreements herein contained, it is mutually agreed as follows:

2. ORIGINAL CONTRACT

The Parties to this Amendment entered into that certain Intergovernmental Agreement and Lease for the lease to the DISTRICT of OWNER’s parks within the jurisdiction of the DISTRICT on June 11, 2009, (hereinafter “Original Contract”). The Original Contract was filed for record on June 18, 2009, with the Terrebonne Parish Recorder of Mortgages and Conveyances at COB 2156, page 16, Entry No. 1324992.

3. PURPOSE OF AMENDMENT

The purpose of this amendment is to return care, custody, and control of Authement St. Park, City (Airbase) Park (excluding the gym, pool and football field), Jim Bowie Park, Mahler St. Park, Parish Park, Lee Avenue Park, Maple St. Park, Rio Vista Park, and the Adult Softball Complex to the Terrebonne Parish Consolidated Government.

4. AMENDED TERMS AND CONDITIONS

The Parties hereto agree and hereby amend the Original Contract to remove the foregoing parks from the properties leased by OWNER to the DISTRICT. The foregoing parks were listed on Exhibit A “Parks Leased to Recreation District Number 11” to the Original Contract. The foregoing parks are hereby deleted from Exhibit A to the Original Contract and the care, custody, and control of those parks is hereby returned to OWNER.

5. OTHER PROVISIONS

5.1. All terms and conditions of the Original Contract not deleted or amended herein shall remain in full force and effect.

5.2. The effective date of this Amendment No. 2 shall be the date that the last party signs this amendment.

5.2. The parties hereto acknowledge that the original June 11, 2009 Intergovernmental Agreement and Lease provides that all structures and/or improvements placed on or made to the leased premises by DISTRICT shall remain the property of TPCG.

5.2. The Terrebonne Parish Recorder of Conveyances and Mortgages is requested to make note of this Amendment in the Margin of the Original Contract, Entry No. 1324992, to serve as occasion may require.

5.3. Counterparts. This Amendment may be executed in counterparts and may be transmitted by facsimile copy or e-mailed PDF file, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. If executed separately, DISTRICT shall also provide TPCG with an ink-signed original of this Amendment, and TPCG shall combine its ink-signed original with DISTRICT's ink-signed original for the purposes of filing same in the mortgage and/or conveyance records of the parish of Terrebonne. However, failure to do so shall not affect the validity, enforceability, or binding effect of this Amendment.

[Signature page follows]

[The remainder of this page is intentionally left blank]

6. SIGNATURES

6.1. RECREATION DISTRICT NO. 11

THUS done and signed on this ____ day of _____ 2024 in the presence of the undersigned notary and competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES:

DISTRICT

X: _____
BY: REV. DR. VINCENT FUSILIER, SR.
ITS: CHAIRMAN

NOTARY PUBLIC

6.2. OWNER

THUS done and signed on this ____ day of _____ 2024 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: JASON W. BERGERON
ITS: PARISH PRESIDENT
OR: NOAH J. LIRETTE,
ITS: CHIEF ADMINISTRATIVE OFFICER

NOTARY PUBLIC

EXHIBIT A

PARKS LEASED TO RECREATION DISTRICT NUMBER 11

Rozand Park

SAFETY AND HEALTH INSPECTION

Recreation District #11 Transfer Parks

- Adult Softball Complex*
- Authement St. Park*
- City Park (Airbase)*
- Jim Bowie Park*
- Lee Avenue Park*
- Mahler St. Park*
- Maple St. Park*
- Parish Park (Practice Field) across from City Park*
- Rio Vista Park*

*2024 Recreation District #11 Transfer Parks
Playground equipment inspection
Risk Management safety concerns*

- *Adult Softball Complex, Signage, broken bleaches, see slide #3 thru #6*
- *Authement Park, several repairs needed, fence, lights, tables, exposed wiring, see slides #7 thru #15*
- *City Park (Air Base), fall protection, replace picnic tables, dirt piles, repair uneven surfaces on walking track, see slides, #16 thru #26*
- *Jim Bowie Park, needs electrical outlet, signage, see slide #27*
- *Lee Avenue Park, benches need to be repaired, fall protection, uneven surfaces, see slides #28, thru #31*
- *Mahler Park, uneven surfaces on walking track, slide, and handrails on playground equipment need repair/replaced, Parish signage, see slides #32, thru #35*
- *Maple Park, uneven surfaces on walking track, repair fall protection, replace trash can holder, see slides #36, thru #39*
- *Parish Park, down electrical pole, hanging wiring, see slide #40*
- *Rio Vista Park, signage needed, benches and fencing needs repair/replaced, swing set needs fall protection, pick up tree limbs, see slides #41, thru #44*

Adult Softball Complex

Broken Bleaches!



Adult Softball Complex

Bleaches seats, sharpe edges missed caps!



Adult Softball Complex

Needs repairs



Adult Softball Complex

Safety Hazard



Authement Park

Fence needs to be repaired!



Authement Park

Remove exposed wiring!



Remove exposed wiring!



Authement Park

Consider repairing lights!



Consider repairing lights!



Authement Park

Cameras need to be repaired!

Fence needs repairs!



Authement Park

Entrance, sign needs repairs!

Entrance, clean area, trim grass, remove broken fence!



Authement Park

Table needs repair!



Table needs repair!



Authement Park

Pavilion roof (shingles) needs to be replaced!

Beginning to rot!



Authement Park

Remove old shingles!



Pick up trash!



Authement Park

Consider adding fall protection!



Consider adding fill!



City Park, (Air Base)

Needs fall protection are be removed!

Needs fall protection are be removed!



City Park, (Air Base)

Safety Hazard, cracked concrete!



Safety Hazard, sharpe edge, trip hazard!



City Park, (Air Base)

Safety Hazard

Uneven walking surfaces



City Park, (Air Base)

Tables and Benches need repairing/replacing!



City Park, (Air Base)

Tables and Benches need to be removed/replaced!



City Park, (Air Base)

Piles of dirt need to be spread out!



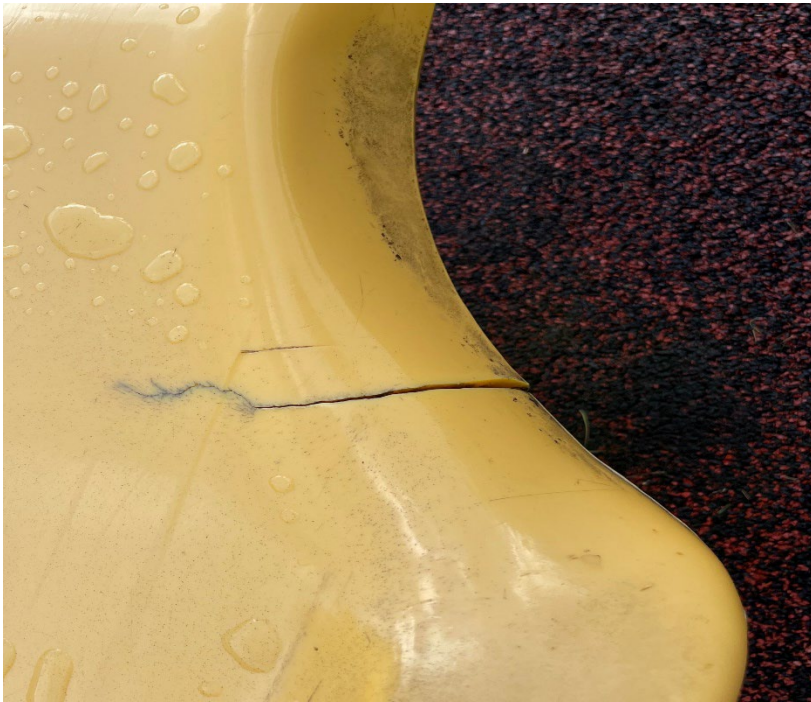
City Park, (Air Base)

Bridge handrails exposed nails, remove broken post!



City Park, (Air Base)

Safety Hazards, cracked slide and sharpe edges!



City Park, (Air Base)

Order of Police, grass around building needs to be cleaned up!



City Park, (Air Base)

Repair broken stop bars!



City Park, (Air Base)

Broken concrete needs to be removed!



Jim Bowie Park

Replace Electrical Outlet, TPCG Signage



Lee Avenue Park

Consider repairing bench, sharpe edges!



Consider repairing benches!



Lee Avenue Park

Fall protection needs repairs!



Fall protection needs repairs!



Lee Avenue Park

Safety Hazard, uneven surface!



Safety hazard, hole!



Lee Avenue Park

Fence needs repairs!



Mahler Park

Needs new sign!



Needs fall Protection!



Mahler Park

Uneven surface!



Uneven Surface!



Mahler Park

Safety Hazard! Cracked slide!

Needs new TPCG park sign!



Mahler Park

Safety Hazard, handrails need to be repaired/replaced!

Safety Hazard, handrails need to be repaired/replaced!



Maple Park

Needs new Sign, fill hole!



Maple Park

Garbage can holder has sharpe edges!



Bike rack needs to be secured!



Maple Park

Uneven surface!



Uneven surface!



Maple Park

Fall Protection needs repairs!



Parish Park, Practice Field

Down pole and hanging wires!



Rio Vista Park

Remove broken tree limbs!



Rio Vista Park

Fence needs to be repaired/removed!



Rio Vista Park

Bench/Fence needs to be replaced/repaired!



Rio Vista Park

Fall protection needed!





Monday, August 12, 2024

Item Title:

ORDINANCE - Amending Ordinance No. 9030 and Parish Code to Extend No Parking Zone on Polk Street to 532 Polk Street.

Item Summary:

Consider the introduction of an ordinance amending Ordinance No. 9030 and the Terrebonne Parish Code of Ordinances which established a “No Parking Zone” on Polk Street to extend the existing zone northward to 532 Polk Street, authorizing the installation of said signs, and addressing other matters relative thereto, and call a public hearing on said matter on Wednesday, August 28, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/7/2024	Executive Summary
Ordinance	8/7/2024	Ordinance
Backup Material - Map	8/7/2024	Backup Material
Backup Material	8/7/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

ORDINANCE - Amending Ordinance No. 9030 and Parish Code to Extend No Parking Zone on Polk Street to 532 Polk Street.

PROJECT SUMMARY (200 WORDS OR LESS)

Consider the introduction of an ordinance to amend Ordinance No. 9030 and the Terrebonne Parish Code of Ordinances which established a “No Parking Zone” on Polk Street to extend the existing zone northward to 532 Polk Street, authorizing the installation of said signs, and addressing other matters relative thereto, and call a public hearing on said matter on Wednesday, August 28, 2024, at 6:30 p.m.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

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:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE 1 2 3 4 5 6 7 8 9

Carl Harding

08/06/24

Signature

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. 96__

AN ORDINANCE AMENDING ORDINANCE NO. 9030 AND THE TERREBONNE PARISH CODE OF ORDINANCES WHICH ESTABLISHED A “NO PARKING ZONE” ON POLK STREET TO EXTEND THE EXISTING ZONE NORTHWARD TO 532 POLK STREET, AUTHORIZING THE INSTALLATION OF SAID SIGNS, AND ADDRESSING OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in Regular Session convened, acting pursuant to the authority invested in it by the Constitution and laws of the State of Louisiana, the Home Rule Charter for a Consolidated Government for Terrebonne Parish, and including, but not limited to, LSA R.S. 33:1368 and other statutes of the State of Louisiana, that the Parish Code of Terrebonne Parish, Chapter 18, Article V, Section 18-223 be amended to establish a “No Parking Zone” along the west side of Polk Street beginning from the intersection of General Bragg Street and extending north to 532 Polk Street along the public right of way as depicted on the attached map and to provide for the installation of said signs.

SECTION II

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections or other portions of this ordinance shall remain in full force and effect, the provisions of this section hereby being declared to be severable.

SECTION III

Any ordinance or part thereof in conflict herewith is hereby repealed.

SECTION IV

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:
YEAS: B. Pledger, C. Harding, C. Voisin, Jr., J. Amedée. K. Champagne, C. Hamner, D. Babin, K. Chauvin and S. Trosclair.
NAYS: None.
NOT VOTING: None.
ABSTAINING: None.
ABSENT: None.
The Chairman declared the ordinance adopted on this the 28th day of August 2024.

JOHN AMEDÉE, CHAIRMAN
TERREBONNE PARISH COUNCIL

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

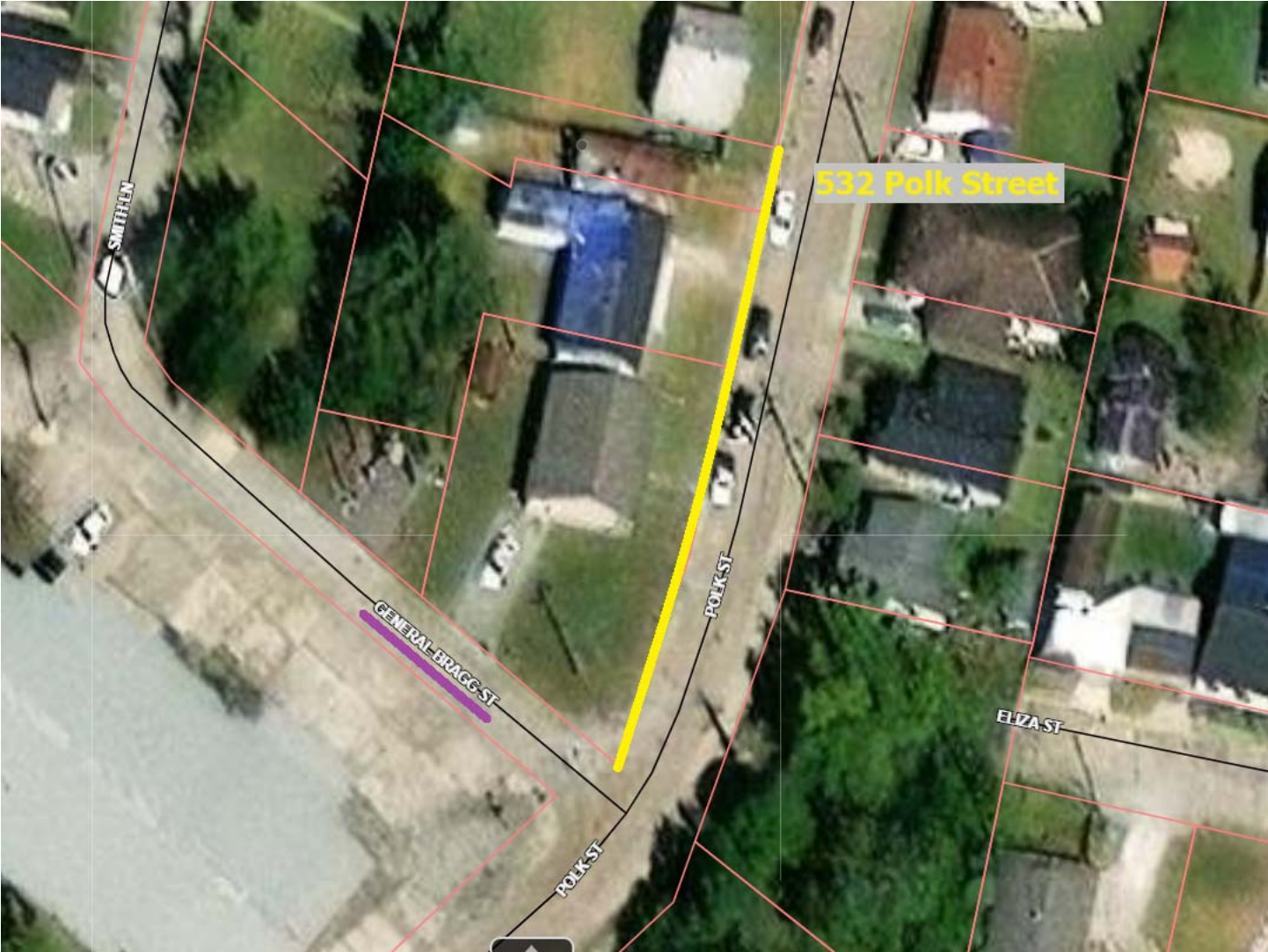
Date and Time Returned to Council Clerk:

* * * * *

I, TAMMY E. TRIGGS, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on August 28, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 29TH DAY OF AUGUST 2024.

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



ARLANDA J. WILLIAMS, MPA, CHAIRWOMAN

ALIDORE "AL" MARMANDE, VICE-CHAIRMAN

DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
CHRISTA M. DUPLANTIS-PRATHER, BSN, RN
DISTRICT 7
ALIDORE "AL" MARMANDE
DISTRICT 9
STEVE TROSCLAIR



DISTRICT 2
ARLANDA J. WILLIAMS, MPA
DISTRICT 4
SCOTTY DRYDEN
DISTRICT 6
DARRIN W. GUIDRY, Sr.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
VENITA H. CHAUVIN

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
vchauvin@tpcg.org www.tpcg.org

February 11, 2019

MEMO TO: David Rome
Public Works Director

FROM: Venita H. Chauvin *vhc*
Council Clerk

RE: Polk Street
No Parking Zone

Please allow this memo to confirm that the Council ratified the attached ordinance that establishes a "No Parking Zone" on a portion of Polk Street.

By copy of this memo, the appropriate staff members and individuals are being advised of this action so that the proper signage can be installed.

Feel free to contact me if you have any questions on this matter.

Attachment:

cc: Parish President's Secretary Leilani Adams
R&B Superintendent David Luke
Planning & Zoning Director Chris Pulaski
Sign Operations Supervisor Alissia Smith
Municipal Code (via email)

/vhc

OFFERED BY: MR. J. NAVY
SECONDED BY: MR. G. MICHEL

ORDINANCE NO. 9030

AN ORDINANCE AMENDING THE PARISH CODE OF TERREBONNE PARISH, CHAPTER 18. MOTOR VEHICLES AND TRAFFIC, ARTICLE V. STOPPING, STANDING AND PARKING, DIVISION 1. GENERALLY, SECTION 18-223. NO PARKING ZONES, TO ESTABLISH A "NO PARKING ZONE" ON POLK STREET BEGINNING from the INTERSECTION with GENERAL BRAGG STREET AND EXTENDING SIXTY FEET NORTH, ON THE WEST SIDE OF THE STREET ALONG THE PUBLIC RIGHT OF WAY; AND AUTHORIZE THE INSTALLATION OF SAID SIGNS; AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in regular session convened, acting pursuant to the authority invested in it by the Constitution and laws of the State of Louisiana, the Home Rule Charter for a Consolidated Government for Terrebonne Parish, and including, but not limited to, LSA R.S. 33:1368 and other statutes of the State of Louisiana, to amend the Parish Code of Terrebonne Parish, Chapter 18, Article V, Section 18-223 to establish a No Parking Zone along the west side of Polk Street beginning from the intersection of general Bragg street and extending north for a distance of approximately 60' along the public right of way as depicted on the attached map and to provide for the installation of said signs.

SECTION II

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections or other portions of this ordinance shall remain in full force and effect, the provisions of this section hereby being declared to be severable.

SECTION III

Any ordinance or part thereof in conflict herewith is hereby repealed.

SECTION IV

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS: G. Michel, S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D.J. Guidry, S. Trosclair, J. Navy, and A. Williams.

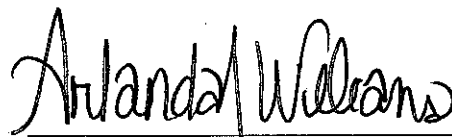
NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairwoman declared the ordinance adopted on this, the 6th day of February 2019.



ARLANDA J. WILLIAMS, CHAIRMAN
TERREBONNE PARISH COUNCIL

Venita H. Chauvin

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

2/7/19 8:35 a.m. vhe

Approved *Gordon E. Dove* Vetoed

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

2/14/19 3:17 p.m. vhe

I, VENITA H. CHAUVIN, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on February 6, 2019, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 11th DAY OF FEBRUARY 2019.

Venita H. Chauvin

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

