
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

Mr. Alidore "Al" Marmande	Chairman
Mr. Gerald Michel	Vice-Chairman
Mr. John Navy	Member
Ms. Arlanda Williams	Member
Mr. Scotty Dryden	Member
Ms. Christa Duplantis-Prather	Member
Mr. Darrin W. Guidry, Sr.	Member
Mr. Dirk Guidry	Member
Mr. Steve Trosclair	



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

AGENDA

February 20, 2017
5:30 PM

Parish Council Meeting Room

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. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

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

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

ROLL CALL

1. RESOLUTION: Providing approval of Amendment No. 2 to the Engineering Agreement for the **Telemetry System for Drainage Pump Stations (SCADA)**, identified as **Parish Project No. 14-SCADA-13**, Terrebonne Parish, Louisiana.
2. RESOLUTION: Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 15-BRG-29, Kings Bayou Bridge, Terrebonne Parish, Louisiana.
3. RESOLUTION: Providing for the approval of Amendment No. 3 to the Engineering Agreement for Parish Project No. **10-DRA-36, Automatic Bar Screen Cleaners Project**, Terrebonne Parish, Louisiana.

4. RESOLUTION: Approving Amendment No. 1 to the Engineering Agreement for Parish Project No. 15-SEW-51, Lafayette Street Area Sewer Gravity Main Replacement, for an increase of \$20,700.00.
5. RESOLUTION: Rescinding Resolution No. 16-549 and authorizing the execution of the mitigation contract with Three Ridge Farms, LLC to mitigate a total of 0.3 acres of Bottomland Hardwoods for Coteau Holding Basin Sewer Force Main Replacement, Parish Project No. 15-SEW-33, in the amount of \$18,000.00.
6. Consider the introduction of an ordinance to revoke the right-of-way for approximately 450-linear feet of Safety Road, and call a public hearing on said matter on Wednesday, March 8, 2017 at 6:30 p. m.
7. Adjourn

Category Number:
Item Number:



Monday, February 20, 2017

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, February 20, 2017

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, February 20, 2017

Item Title:

Amend 03 - Telemetry for Pump Station

Item Summary:

RESOLUTION: Providing approval of Amendment No. 2 to the Engineering Agreement for the **Telemetry System for Drainage Pump Stations (SCADA)**, identified as **Parish Project No. 14-SCADA-13**, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/15/2017	Resolution
Executive Summary	2/15/2017	Executive Summary
Backup Material	2/15/2017	Backup Material

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 2 to the Engineering Agreement for the **Telemetry System for Drainage Pump Stations (SCADA)**, identified as **Parish Project No. 14-SCADA-13**, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into an Engineering Agreement dated June 2, 2014, with Providence Engineering and Design, LLC, for the Project entitled Parish Project No. 14-SCADA-13, Telemetry System for Drainage Pump Stations (SCADA), and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitation for Basic Services and specific Additional Services, and

WHEREAS, the Terrebonne Parish Consolidated Government increased the scope of services to include Phase 3 by adding two pump stations (1-1B - Six Foot Ditch Pump Station and 1-1B - Coteau Pump Station), and

WHEREAS, the upset limits for the associated design for this change in scope needs to be increased, and

WHEREAS, this above work will increase the basic services section of the contract by an additional \$33,000.00, and

WHEREAS, this above work will increase the additional services section of the contract by an additional \$27,700.00, and

WHEREAS, the firm of Providence Engineering and Design, LLC, has been asked to perform these activities under the Basic and 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 for additional funds to be added to the contract for an increase in the upset limit for these services, 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 \$33,000.00 for Basic Services and \$27,700.00 in Additional Services and authorizes Parish President, Gordon E. Dove, to execute this Amendment No. 2 to the Engineering Agreement for Telemetry System for Drainage Pump Stations (SCADA), Parish Project No. 14-SCADA-13, with Providence Engineering and Design, LLC, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, Providence Engineering and Design, LLC

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2017.

I, VENITA H. CHAUVIN, 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 _____, 2017, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2017.

VENITA H. CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
14-SCADA-13	Telemetry System for Drainage Pump Stations (SCADA)

PROJECT SUMMARY (200 WORDS OR LESS)
Installing telemetry system including telemetry control panel (TCP), integrator panel (IP), radio antenna, antenna pole and associated components and wiring.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this amendment is to increase the scope of services to include increased the scope of services to include Phase 3 by adding two pump stations in the 1-1B system (Six Foot Ditch Pump Station and Coteau Pump Station) to the project.

TOTAL EXPENDITURE		
\$60,700.00		
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:		\$296,000.00

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

Jeanne P. Bray

02/14/2017

Signature

Date

**AMENDMENT NO. 2
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 2, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 2017;

BY AND BETWEEN:

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

PROVIDENCE ENGINEERING AND DESIGN, LLC, represented herein by Clay Breaud, duly authorized representative of the firm (hereafter sometimes referred to as "ENGINEER"):

is a revision pursuant to 5.1.1 (Basic Services) and 5.1.2 (Additional Services) to the ENGINEERING AGREEMENT dated April 12, 2001, for professional engineering services between the OWNER and ENGINEER.

WITNESSED:

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering contract dated April 12, 2001, to the entitled **Telemetry System for Drainage Pump Stations (SCADA)**, identified as **Parish Project No. 14-SCADA-13**, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and specific Additional Services, and

WHEREAS, the Terrebonne Parish Consolidated Government increased the scope of services to include Phase 3 by adding two pump stations (1-1B - Six Foot Ditch Pump Station and 1-1B - Coteau Pump Station), and

WHEREAS, the upset limits for the associated design for this change in scope needs to be increased, and

WHEREAS, this above work will increase the basic services section of the contract by an additional \$33,000.00, and

WHEREAS, this above work will increase the additional services section of the contract by an additional \$27,700.00, and

WHEREAS, the firm of Providence Engineering and Design, LLC, has been asked to perform these activities under the Basic and 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 for additional funds to be added to the contract for an increase in the upset limit for these services, and

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

Amend Section 5, Paragraph 5.1.1, to read 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:

Phase I - \$47,000 Lump Sum
Phase II - \$54,200.00 Lump Sum
Phase III - \$33,000.00 Lump Sum

Amend Section 5, Paragraph 5.1.2, to read as follows:

- 5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 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", **Current Rate Schedule - 2017"**. At this time, the following additional services are anticipated and the Estimated Costs shown below are recommended for budgetary considerations.

<u>DESCRIPTION</u>	<u>CURRENT LIMIT</u>	<u>RECOMMENDATION INCREASE</u>	<u>NEW LIMIT</u>
Measuring Existing Conditions	\$ 14,500.00	\$ 4,700.00	\$19,200.00
Record Drawings & O&M Phase	<u>\$ 10,000.00</u>	<u>\$ 5,000.00</u>	<u>\$15,000.00</u>
	\$ 24,500.00	\$ 9,700.00	\$34,200.00

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 and paid by ENGINEER. 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.

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 **\$63,500.00.**

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 05.1.1 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 **\$12,500.00.**

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

5.1.3 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 **\$110,200.00**, 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 _____, 2017

OWNER:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

BY: _____
Gordon E. Dove
President

WITNESSES:

ENGINEER:

PROVIDENCE ENGINEERING AND
DESIGN, LLC

BY: _____
Clay Breaud
Company Manager

WITNESSES:

**EXHIBIT "A" TO AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES,
DATED _____, 2017**

**FURTHER DESCRIPTION OF BASIC ENGINEERING
SERVICES AND RELATED MATTERS FOR "PHASE 3"**

1. This is an exhibit attached to, made a part of an incorporated by reference into an Agreement made on _____, 2017, between (OWNER) and (ENGINEER) providing for professional engineering services. The Basic Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in Section 4 of the Agreement are stipulated as indicated below.
2. For services furnished under the Study and Report Phase mentioned in Section 1 - Basic Services, Paragraph 1.2, the ENGINEER shall, within **15** calendar days following execution of the Agreement between OWNER and ENGINEER, provide the OWNER with a revised preliminary project budget, at which time he will advise OWNER as to the feasibility of construction of the improvements described in III. of this Agreement.
3. During the Preliminary Design Phase ENGINEER shall perform the work outlined in Section 1 - Basic Services, Paragraph 1.3. The Preliminary Design Phase Services for each prime contract will be completed and ENGINEER's documentation and opinion of costs submitted within **30** calendar days (To Be Determined) following notification by OWNER to ENGINEER to proceed with that phase of services.
4. During the Final Design Phase ENGINEER shall perform the work outlined in Section 1 - Basic Services, Paragraph 1.4. The Final Design Phase Services for each prime contract will be completed and Contract Documents and ENGINEER's opinion of costs submitted within **30** calendar days (To Be Determined) following notification by OWNER to ENGINEER to proceed with this phase of services.
5. During the Bidding or Negotiating Phase, ENGINEER shall perform the work outlined in Section 1 - Basic Services, Paragraph 1.5, for each prime contract.
6. During the Construction Phase ENGINEER shall perform the work outlined in Section 1 - Basic Services, Paragraph 1.6, for each prime contract.



February 14, 2017

Mr. Mike Toups, Director of Public Works
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361

Re: Telemetry System - Phase III
1-1B (Coteau & Hwy. 90) Drainage Pump Stations
Terrebonne Parish, Louisiana

Dear Mr. Toups:

We have completed a preliminary investigation and probable project budget for the referenced project. The project will include the Coteau Drainage Pump Station (D-58) (10 pumps), and the Hwy. 90 Drainage Pump Station (D-57) (8 pumps).

The general scope of work included in the project consists of installing a complete telemetry system including telemetry control panel (TCP), integrator panel/pump control back-up panel (IP/PCBP), fuel system control panel (FSCP), cell communications and associated components and wiring.

Our Opinion of Estimated Construction Cost and Probable Project Budget to complete this work is as follows:

A) Advertisement and Recordation		\$ 1,000.00
B) Estimated Construction Cost		\$340,000.00
1) Coteau Drainage Pump Station - 10 Pumps	\$180,000.00	
2) Hwy. 90 - 8 Pumps	\$160,000.00	
C) Basic Engineering Services (Lump Sum)		\$ 33,000.00
D) Additional Services (Hourly)		\$ 27,700.00
1) Measure Existing Conditions	\$ 4,700.00	
2) Project Representation	\$ 14,500.00	
3) Record Drawings and Operational Phase	\$ 5,000.00	
4) Reimbursable Expenses	\$ 3,500.00	
E) Contingency		<u>\$ 34,300.00</u>
Total Probable Project Budget:		\$436,000.00

Mr. Mike Toups, Director of Public Works
Terrebonne Parish Consolidated Government
February 14, 2017
Page 2

The Basic Engineering Services should include the following calendar days to complete this work:

Study and Report Phase	15 days
Preliminary Design	30 days
Final Design	30 days

Should you have any questions or require additional information, please contact me.

Sincerely,

Providence Engineering and Design, LLC



Clay Breaud
Company Manager

CB/md

ecc: Ms. Jeanne Bray, TPCG
Ms. Nia Picou, TPCG

Category Number:
Item Number: 2.



Monday, February 20, 2017

Item Title:

Change Order No. 1 - Kings Bayou Bridge

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 15-BRG-29, Kings Bayou Bridge, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/15/2017	Resolution
Executive Sumamry	2/15/2017	Executive Summary
Backup Material	2/15/2017	Backup Material

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 15-BRG-29, Kings Bayou Bridge, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated January 25, 2017 with Sealevel Construction, Inc., Recordation Number 1526508, for Parish Project No. 15-BRG-29, Kings Bayou Bridge, Terrebonne Parish, Louisiana, and

WHEREAS, TPCG is desirous of constructing the Kings Bayou Bridge, and

WHEREAS, DOTD implemented a new bridge standard for precast bridges, and

WHEREAS, TPCG is desirous with complying with the new DOTD standard, and

WHEREAS, additional reinforced precast concrete piles will need to be installed to comply with the new DOTD standard, and

WHEREAS, this change order will increase the overall contract price by Five Hundred Thousand, Eight Hundred Dollars and No Cents (\$500,800.00), and

WHEREAS, this Change Order No. 1 had been recommended by the Engineer, David A. Waitz Engineering and Surveying, Inc., for this project.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 1 to the construction agreement with Sealevel Construction, Inc. for Parish Project No. 15-BRG-29, Kings Bayou Bridge, Terrebonne Parish, Louisiana, for an increase to the contract amount in the amount of Five Hundred Thousand, Eight Hundred Dollars and No Cents (\$500,800.00), and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to Engineer, David A. Waitz Engineering and Surveying, Inc..

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

And the Chairman declared the resolution adopted on this _____ day of _____, 2017.

* * * * *

I, Venita H. Chauvin, 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 _____, 2017, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS
_____ DAY OF _____, 2017.

VENITA H. CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
15-BRG-29	Kings Bayou Bridge

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of a bridge

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Change Order No. 1 includes the increase of reinforced precast concrete piles and additional reinforcement components due to a new DOTD standard for precast bridge.

TOTAL EXPENDITURE				
\$32,500.00				
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:	N/A

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

Jeanne P. Bray

02/15/2017

Signature

Date

DATE: FEBRUARY 9, 2017

PLAN CHANGE # 1

PLAN CHANGE AND/OR SPECIAL AGREEMENT

OWNER

TERREBONNE PARISH CONSOLIDATED
 GOVERNMENT
 P. O. BOX 2768
 HOUMA, LA 70361

ENGINEER

DAVID A. WAITZ ENGINEERING & SURVEYING, INC.
 P.O. BOX 1203
 THIBODAUX, LA 70302

PROJECT NAME: KINGS BAYOU BRIDGE - PARISH PROJECT NO. 15-BRG-29 - TERREBONNE PARISH CONSOLIDATED GOVERNMENT, TERREBONNE PARISH, LOUISIANA- ENGINEER'S PROJECT NO. 2015-016

LOCATION: PARISH OF TERREBONNE, STATE OF LOUISIANA

CONTRACTOR: SEALEVEL CONSTRUCTION, INC.
 ADDRESS: P. O. BOX 1037
 THIBODAUX, LA 70302

Engineer's description, explanation, and estimated cost of proposed revision: The above will necessitate the following changes in quantities: (If space is not sufficient, use extra forms)

ITEM NO.	ITEM	UNIT	UNIT PRICE	REVISED		ORIGINAL	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	MOBILIZATION	LUMP SUM	22,000.00	1.00	22,000.00	1.00	22,000.00
2	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	4,000.00	1.00	4,000.00	1.00	4,000.00
3	DEMOLITION	LUMP SUM	30,000.00	1.00	30,000.00	1.00	30,000.00
4	STEEL SHEETPILE WALL	LUMP SUM	125,000.00	1.00	125,000.00	1.00	125,000.00
5	REINFORCED PRECAST CONCRETE PILES (14" - 85' LONG)	LIN. FT.	60.00	1,700.00	102,000.00	1,275.00	76,500.00
6	REINFORCED PRECAST CONCRETE CAPSILLS ("WASKEY" OR APPROVED EQUAL)	EACH	10,500.00	5.00	52,500.00	5.00	52,500.00

ITEM NO.	ITEM	UNIT	UNIT PRICE	REVISED		ORIGINAL	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
7	10" REINFORCED PRECAST CONCRETE DECKING ("WASKEY" OR APPROVED EQUAL)	LUMP SUM	78,000.00	1.00	78,000.00	1.00	78,000.00
8	REINFORCED PRECAST BARRIER CURB	LIN. FT.	220.00	160.00	35,200.00	160.00	35,200.00
9	CONCRETE APPROACH SLABS	EACH	15,450.00	2.00	30,900.00	2.00	30,900.00
10	GUARD RAIL	LUMP SUM	10,500.00	1.00	10,500.00	1.00	10,500.00
11	PLASTIC PAVEMENT STRIPING, SOLID LINE (4" WIDTH)	LIN. FT.	6.00	500.00	3,000.00	500.00	3,000.00
12	REFLECTORIZED RAISED PAVEMENT MARKERS	EACH	35.00	20.00	700.00	20.00	700.00
S-001	ADDITIONAL REINFORCEMENT COMPONENTS	EACH	1,400.00	5.00	7,000.00	0.00	0.00
TOTALS:					500,800.00		468,300.00
ADDITIONAL CONTRACT DAYS REQUESTED:				REVISED TOTAL-----		ORIGINAL TOTAL-----	
-0-				\$500,800.00		\$468,300.00	
AMT. OF OVERRUN-----				\$32,500.00			

THE FOLLOWING IS AN EXPLANATION OF THE REVISIONS TO THE CONTRACT:

Item No. 5 Reinforced Precast Concrete Piles (14" - 85' Long) - This item is increased by 425 linear feet in order to comply with the new La. DOTD Standard Plans and Specifications for the precast bridges.

Item No. S-001 Additional Reinforcement Components - This item is added to the project in order to comply with the increase in the linear footage of the Reinforced Precast Concrete Piles.

ADDITIONAL CONTRACT DAYS REQUESTED:

No additional contract days are being requested at this time.

PLAN CHANGE AND/OR SPECIAL AGREEMENT

The following are signatures for plan changes or special agreements for the following project:

PROJECT NAME: KINGS BAYOU BRIDGE - PARISH PROJECT NO. 15-BRG-29 - TERREBONNE PARISH CONSOLIDATED GOVERNMENT, TERREBONNE PARISH, LOUISIANA- ENGINEER'S PROJECT NO. 2015-016

SIGNED:

David A. Waitz Engineering and Surveying, Inc.
Project Engineers

By: David A. Waitz

David A. Waitz, P.E.

Date: 2/10/17

ACCEPTED BY:

Sealevel Construction, Inc.
Contractor

By: Richard Roth

Richard Roth, President

Date: 2/10/17

APPROVED BY:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
Owner

By: _____

Date: _____

Category Number:
Item Number: 3.



Monday, February 20, 2017

Item Title:

Amend 03 - Automatic Bar Screen Cleaners

Item Summary:

RESOLUTION: Providing for the approval of Amendment No. 3 to the Engineering Agreement for Parish Project No. **10-DRA-36, Automatic Bar Screen Cleaners Project**, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/16/2017	Resolution
Executive Summary	2/16/2017	Executive Summary
Backup Material	2/16/2017	Backup Material

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 3 to the Engineering Agreement for Parish Project No. **10-DRA-36, Automatic Bar Screen Cleaners Project**, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering agreement with Providence Design and Engineering, LLC dated September 13, 2010, recordation number 1356336, for the Automatic Bar Screen Cleaners Project identified as Parish Project 10-DRA-36, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and specific Additional Services, and

WHEREAS, TPCG is requesting reimbursement for engineering services from FEMA, and

WHEREAS, various task in additional services and basic services have overruns and underruns, and

WHEREAS, to receive reimbursement from FEMA, TPCG will need to update the engineering agreement to reflect the engineering fees charged to each additional and basic services tasks, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need for additional funds to be added to the contract, and

WHEREAS, this above work will increase basic services by \$5,281.00 and the additional services section of the contract by an additional \$8,442.00.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 3 to the Engineering Agreement for an increase of \$5,281 in Basic Services and \$8,442.00 in Additional Services, and authorizes Parish President Gordon E. Dove to execute this Amendment No. 3 to the Engineering Agreement for the Automatic Trash Screen Cleaner Project Parish Project No. 10-DRA-36, with Providence Design and Engineering, LLC, and

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2017.

* * * * *

I, VENITA H. CHAUVIN, 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 _____, 2017, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2017.

VENITA H. CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
10-DRA-36	Automatic Bar Screen Cleaners Project

PROJECT SUMMARY (200 WORDS OR LESS)
To add automatic bar screen cleaners to the Coteau and Smithridge Pump Stations

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this amendment is necessary to add \$5,281 to basic services and \$8,670 to additional services to revised upset limits to engineering agreement in order to request FEMA HMGP reimbursement.

TOTAL EXPENDITURE		
\$13,951.00		
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:		\$3,163,000.00

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

Jeanne P. Bray

02/08/2017

Signature

Date

**AMENDMENT NO. 3
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 3, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 2017;

BY AND BETWEEN:

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

PROVIDENCE DESIGN AND ENGINEERING, LLC, represented herein by Clay Breaud, duly authorized Company Manager (hereafter sometimes referred to as "ENGINEER"):

is a revision pursuant to 5.1.1 (Basic Services) and 5.1.2 (Additional Services) to the ENGINEERING AGREEMENT dated September 13, 2010, for professional engineering services between the OWNER and ENGINEER.

WITNESSED:

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering contract dated September 13, 2010, to the entitled **Automatic Bar Screen Cleaners Project**, identified as **Parish Project No. 10-DRA-36**, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and specific Additional Services, and

WHEREAS, TPCG is requesting reimbursement for engineering services from FEMA, and

WHEREAS, various task in additional services and basic services have overruns and underruns, and

WHEREAS, to receive reimbursement from FEMA, TPCG will need to update the engineering agreement to reflect the engineering fees charged to each additional and basic services tasks, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need for additional funds to be added to the contract for an increase in the upset limit for these services, and

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

Amend Section 5, Paragraph 5.1.1, to read 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:

Lump Sum of \$312,481.00

Section 5, Paragraph 5.1.2.1, reads as follows:

5.1.2.1 General. For Additional Services and Reimbursable Expenses 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", "Current Rate Schedule - 2010". 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>RECOMMENDATION INCREASE</u>	<u>NEW LIMIT</u>
2.1.1.	Surveying/Measure Existing Structures	\$ 8,500.00	\$3,386.00	\$11,886.00
2.1.12.	Record Drawings	\$ 5,000.00	-\$2,326.00	\$ 2,674.00
2.1.17	Utility Coordination	<u>\$ 1,000.00</u>	<u>\$3,460.00</u>	<u>\$ 4,460.00</u>
	Total	\$ 14,300.00	\$ 5,616.52	\$ 19,020.00

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.

Amend Section 5, Paragraph 5.1.5, 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 **\$74,860.00**

Amend Section 5, Paragraph 5.1.5, 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 **\$15,062.00**

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 **\$108,942.00**, 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 _____, 2017.

OWNER:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

BY: _____
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated
Government

ENGINEER:

PROVIDENCE DESIGN AND
ENGINEERING, LLC

BY: _____
Clay Breaud
Company Manager

WITNESSES:

WITNESSES:



Monday, February 20, 2017

Item Title:

Resolution providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 15-SEW-51, Lafayette Street Area Sewer Gravity Main Replacement.

Item Summary:

RESOLUTION: Approving Amendment No. 1 to the Engineering Agreement for Parish Project No. 15-SEW-51, Lafayette Street Area Sewer Gravity Main Replacement, for an increase of \$20,700.00.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/16/2017	Resolution
Executive Summary	2/16/2017	Executive Summary
Backup	2/16/2017	Backup Material

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No.15-SEW-51, Lafayette Street Area Sewer Gravity Main Replacement, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering agreement with Providence/GSE Associates, LLC (now known as Providence Engineering and Design, LLC) dated December 4, 2015 , recordation number 1495852, for the Lafayette Street Area Sewer Gravity Main Replacement Project identified as Parish Project 15-SEW-51, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and Additional Services, and

WHEREAS, the engineer has informed the Terrebonne Parish Consolidated Government of the additional costs related to the removing of Lafayette Street Sewer Repairs from the plans and specifications since it will be constructed by LA DOTD, and

WHEREAS, the engineer also informed the Terrebonne Parish Consolidated Government that additional costs were incurred while surveying due to the multitude of underground utilities and possible conflicts, and

WHEREAS, Amendment No. 1 proposes to increase the fees to include this addition to the scope of services, and

WHEREAS, TPCG is desirous of having these services continued so that there is a need for additional funds to be added to the contract, and

WHEREAS, an amendment to the engineering agreement is required to provide these services to continue with the task of the project.

WHEREAS, this above work will increase the Basic Services by a lump sum amount of \$8,500.00 for repackaging plans and specifications, and

WHEREAS, this above work will also increase the Additional Services, by adding LA DOTD Coordination in the lump sum amount of \$8,000.00 and increasing surveying by \$4,200.00, 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 an overall increase of \$20,700.00 and authorizes Parish President Gordon E. Dove to execute this Amendment No. 1 to the Engineering Agreement for the Lafayette Street Area Sewer Gravity Main Replacements Project, Parish Project No. 15-SEW-51, with Providence Engineering and Design, LLC., and

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

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2017.



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
15-SEW-51	Lafayette Street Area Sewer Gravity Main Replacements

PROJECT SUMMARY (200 WORDS OR LESS)

To provide additional engineering services for the renovations of Lafayette Street Area Sewer Gravity Main Replacements due to LA DOTD constructing the Lafayette Street gravity sewers.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this amendment is to repackge plans and specifications, coordinate with DOTD and additional surveying.

TOTAL EXPENDITURE

\$20,700.00

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: \$2,500,000.00

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	<u>2</u>	3	4	5	6	7	8	9
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Gary E. Boud

Signature

2/16/17

Date



PROVIDENCE

Project No. 441-106-PED

February 14, 2017

Mr. Greg Bush, Director
Pollution Control
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, Louisiana 70361

Re: Proposed Amendment No. 1
Lafayette Street Area Sewer Gravity
Main Replacements
Terrebonne Parish, Louisiana

Dear Mr. Bush:

Please find attached three signed copies of proposed Amendment No. 1 for further processing.

Should you have any questions or need additional information, please do not hesitate to contact me by email at melaniecaillouet@providenceeng.com or at the office below.

Sincerely,

Providence Engineering and Design, LLC



Melanie B. Caillouet, P.E.
Project Manager

MBC/md

Attachments

ecc: Ms. Jeanne Bray - TPCG
Ms. Ashley Callahan - TPCG
Mr. Clay Breaud - Providence Engineering and Design, LLC

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT
FEB 14 2017
POLLUTION CONTROL

**AMENDMENT NO. 1
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 1, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 2017.

BY AND BETWEEN:

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

PROVIDENCE ENGINEERING AND DESIGN, LLC, represented by Clay Breaud, duly authorized Company Manager (hereafter sometimes referred to as "ENGINEER"):

Is a revision pursuant to Section 5.1. (Basic Services and Additional Services to the ENGINEERING AGREEMENT dated December 4, 2015, for professional engineering services between the OWNER and ENGINEER.

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering agreement with Providence/GSE Associates, LLC (now known as Providence Engineering and Design, LLC) dated December 4, 2015, for the **Lafayette Street Area Sewer Gravity Main Replacements, Parish Project No. 15-SEW-51**, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and Additional Services, and

WHEREAS, the ENGINEER has informed the Terrebonne Parish Consolidated Government of the additional costs related to the removing of Lafayette Street Sewer Repairs from the plans and specifications since it will be constructed by LA DOTD, and

WHEREAS, the ENGINEER also has informed the Terrebonne Parish Consolidated Government of the additional costs related to coordinating, reviewing contractor costs, completing the Cooperative Endeavor Agreement, and additional construction administration for the portion of the project to be constructed by LA DOTD, and

WHEREAS, the ENGINEER also has informed the Terrebonne Parish Consolidated Government that additional costs were incurred while surveying due to multitude of underground utilities and other possible conflicts, and

WHEREAS, Amendment No. 1 proposes to increase the fees to include this addition to the scope of services, and

WHEREAS, TPCG is desirous of having these services continued so that there is a need for additional funds to be added to the contract, and

WHEREAS, an amendment to the engineering agreement is required to provide these services to continue with the task of the project.

WHEREAS, this above work will increase the Basic Services by a lump sum amount of **\$8,500.00 for repackaging plans and specifications**, and

WHEREAS, this above work will also increase the Additional Services, by adding LA DOTD Coordination in the lump sum amount of **\$8,000.00 and increasing surveying by \$4,200.00**, and

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

Amend Section 5, Paragraph 5.1.1, to read 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:

Basic Services	\$166,000.00 Lump Sum
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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", **Professional Services Rate Schedule - 2015**. At this time, the following additional services are anticipated and the Estimated Costs shown below are recommended for budgetary considerations.

<u>DESCRIPTION</u>	<u>CURRENT LIMIT</u>	<u>RECOMMENDATION INCREASE</u>	<u>NEW LIMIT</u>
LA DOTD Coordination	\$0.00	+\$8,000.00	\$8,000.00
Surveying	\$17,400.00	+\$4,200.00	\$21,600.00
Permits	\$6,000.00	\$0.00	\$6,000.00
Record Drawings	\$2,000.00	\$0.00	\$2,000.00
Utility Coordination	\$4,500.00	\$0.00	\$4,500.00

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

5.1.5 The estimated cost of Paragraphs 5.1.2 and 5.1.3 shall have a combined Limitations of Cost in the amount of **\$126,000.00 (was \$113,800.00)**, 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 _____, 2017.

OWNER:
TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

ENGINEER:
PROVIDENCE ENGINEERING AND
DESIGN, LLC

BY: _____
Gordon E. Dove
Parish President

BY: _____
Clay Breaud
Company Manager

WITNESSES:

WITNESSES:



Monday, February 20, 2017

Item Title:

Resolution rescinding Resolution No. 16-549 and authorizing the execution of the Mitigation Contract for Coteau Holding Basin Sewer Force Main Replacement

Item Summary:

RESOLUTION: Rescinding Resolution No. 16-549 and authorizing the execution of the mitigation contract with Three Ridge Farms, LLC to mitigate a total of 0.3 acres of Bottomland Hardwoods for Coteau Holding Basin Sewer Force Main Replacement, Parish Project No. 15-SEW-33, in the amount of \$18,000.00.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/16/2017	Resolution
Executive Summary	2/16/2017	Executive Summary
Backup	2/16/2017	Backup Material

OFFERED BY:
SECONDED:

RESOLUTION NO.

A resolution rescinding Resolution No. 16-549 for Parish Project No. 15-SEW-33, Coteau Holding Basin Sewer Force Main Replacement, and authorizing the execution of Mitigation Contract with Three Ridge Farms, LLC to mitigate a total of 0.3 acres of bottomland and hardwoods for the Coteau Holding Basin Sewer Force Main Replacement, Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government is desirous of replacing approximately 1,200 feet of force main due to numerous and frequent repairs, and

WHEREAS, the construction will impact 0.3 acres of Bottomland Hardwood, and

WHEREAS, TPCG is required by USACE to mitigate for these 0.3 acres of Bottomland Hardwoods, and

WHEREAS, the cost for Bottomland Hardwoods is \$18,000.00, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council recinds Resolution No. 16-549, and does hereby authorize the execution of said contract in the amount of \$18,000.00 with Three Ridge Farms, LLC and any and all paperwork necessary for mitigation for Coteau Holding Basin Sewer Force Main Replacement Project, Parish Project No. 15-SEW-33, by Terrebonne Parish President Gordon E. Dove.

THERE WAS RECORDED:
YEAS:
NAYS:
ABSTAINING:
ABSENT:

The Chairman declared the resolution adopted on this, the _____ day of _____, 2017.

* * * * *

I, VENITA H. CHAUVIN, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on _____, 2017, and subsequently ratified by the Assembled Council in Regular Session on _____, 2017, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2017.

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Parish Project No. 15-SEW-33 Coteau Holding Basin Sewer Force Main Replacement

PROJECT SUMMARY (200 WORDS OR LESS)
To replace approximately 1,200 feet of sewer force main due to numerous and frequent repairs.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This resolution rescinds Resolution No. 16-549, and allows for the mitigation of 0.3 acres of Bottomland Hardwoods from the Triple Ridge Farms, LLC mitigation bank for the construction of this project.

TOTAL EXPENDITURE	
\$18,000.00	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
ACTUAL	ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
	YES
	IF YES AMOUNT BUDGETED: \$18,000.00

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

Raymond E. Boud

Signature

2-16-17

Date

CONTRACT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2017 ("Effective Date"), between Three Ridge Farms, LLC (hereinafter sometimes referred to as "Three Ridge") and Terrebonne Parish Consolidated Government (hereinafter sometimes referred to as "TPCG"). Subject to all of the terms and conditions hereof, Three Ridge shall render mitigation banking services to TPCG as set forth in this Agreement. The Specifications, Exhibit "A", are attached hereto and incorporated herein by reference. The Upper Bayou Folse Mitigation Bank is an approved mitigation bank in accordance with federal and state guidelines. The project defined in this Agreement is not a continuation of any agreement, contract or services rendered by TPCG on behalf of Three Ridge. The project location is the Upper Bayou Folse Mitigation Bank in Lafourche Parish, Louisiana as described on Exhibit "B", attached hereto and made a part hereof.

The address of TPCG is: Terrebonne Parish Consolidated Government
c/o Gordon Dove
Terrebonne Parish President
Post Office Box 2768
Houma, LA 70361

The address of Three Ridge is: Three Ridge Farms, LLC
c/o Maxine Dufrene
200 Matherne Drive
Des Allemands, LA 70030

The stated addresses of the parties shall be used for any notices to be provided under this agreement until one party provides the other party with written notice of a change of address.

FOR AND IN CONSIDERATION of the covenants and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged by and between the parties hereto, Three Ridge and TPCG agree as follows:

1. PAYMENTS

Three Ridge will be compensated by TPCG for the services to be performed in accordance with the terms and conditions of this Agreement as follows:

- A. For the wetland mitigation services provided in the Specifications, TPCG shall pay Three Ridge for Three-tenths (0.3) acre of bottomland hardwood mitigation located within the Upper Bayou Folse Mitigation Bank, the total nonrefundable sum of Eighteen Thousand and No/100 Dollars (\$18,000.00).
- B. Concurrently with the signature of this Agreement by TPCG, TPCG shall pay to Three Ridge the nonrefundable payment specified in Paragraph 1.A. by wire transfer, certified check or other secured funds. The payment of the funds

specified in Paragraph 1.A. shall be TPCG's only obligation under this Agreement.

2. THREE RIDGE'S SERVICES

Three Ridge owns and operates the Upper Bayou Folsé Mitigation Bank and is prepared to and upon receipt of the payment specified in Paragraph 1.A. shall immediately commence to render all services and shall satisfy all of the terms and conditions specified in the Specifications. Three Ridge's obligations under this Agreement shall be performed within the time set forth in the Specifications or the time constraints contained within the Louisiana Department of Natural Resources Coastal Use Permit No. P20160299 and U.S. Army Corps of Engineers Permit No. MVN-2016-00503-WH.

3. WARRANTEE

Three Ridge does hereby warrant that it has record title to the Upper Bayou Folsé Mitigation Bank and that it has all rights to perform the obligations undertaken by Three Ridge in this Agreement. The parties hereto warrant to each other that they have the right to enter into this Agreement.

4. GOVERNMENTAL COMPLIANCE AND NOTICES

In performing its obligations under this Agreement, Three Ridge agrees to comply with all laws and regulations of any federal, state or local governmental authority having jurisdiction. Three Ridge shall timely file all necessary reports required by the U.S. Army Corps of Engineers.

5. JURISDICTION

This Agreement shall be governed and construed for all purposes under and in accordance with laws of the State of Louisiana.

6. MUTUAL NEGOTIATIONS

This Agreement was confected by mutual negotiations between Three Ridge and TPCG and any ambiguity which may be contained herein shall not be construed in favor of one party or against another.

7. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the parties hereto, and their successors, assigns, lessees and sublessees.

8. SAVINGS AND SEVERABILITY

If any portion of this Agreement or if the application of this Agreement to any person or circumstance shall to any extent be declared invalid by a court of competent jurisdiction, then the remainder of this Agreement and the application of such provisions to persons or circumstances other than those held to be invalid shall not be affected thereby. Moreover, each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF the parties hereto have executed the agreement the day and year above written.

WITNESSES

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

By: _____
Gordon Dove
Terrebonne Parish President

THREE RIDGE FARMS, LLC

By: _____
Roy J. Dufrene, Manager

EXHIBIT A

**TO THAT CERTAIN CONTRACT BY AND BETWEEN
THREE RIDGE FARMS, LLC AND TERREBONNE PARISH
CONSOLIDATED GOVERNMENT
DATED THE ____ DAY OF _____, 2017**

SPECIFICATIONS

Three Ridge Farms, LLC (hereinafter sometimes referred to as "Three Ridge"), the operator of the Upper Bayou Folsé Mitigation Bank located in Lafourche Parish, Louisiana, on behalf of Terrebonne Parish Consolidated Government, shall perform the following wetland mitigation in fulfillment of the Louisiana Department of Natural Resources Coastal Use Permit No. P20160299 and U.S. Army Corps of Engineers Permit No. MVN-2016-00503-WH, attached hereto as Exhibit "C" and made a part hereof, and shall restore Three-tenths (0.3) acre of a former bottomland hardwood forest as follows:

1. Planting will be conducted during the non-growing season which is defined as December 15th through March 15th.
2. Forested wetland rehabilitation will be conducted in accordance with the approved Mitigation Banking Instrument.
3. If any portion of the site is destroyed or adversely impacted by activities and/or occurrences, other than by Acts of God, the U.S. Army Corps of Engineers shall be so advised in writing by Three Ridge and restoration shall be made by Three Ridge to the affected area or equal mitigation shall be implemented by Three Ridge, all as approved by the U.S. Army Corps of Engineers and the Louisiana Department of Natural Resources.
4. Three Ridge has or shall immediately record a conservation servitude to ensure that, in the event that the property is sold, the new owner of the mitigation area will be aware of limitations pertaining to activities within the mitigation site. The conservation servitude will be filed in the conveyance records of Lafourche Parish, Louisiana.

EXHIBIT B

**TO THAT CERTAIN CONTRACT BY AND BETWEEN
THREE RIDGE FARMS, LLC AND TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

DATED THE ____ DAY OF _____, 2017

LOCATION MAP OF THE UPPER BAYOU FOLSE MITIGATION BANK

EXHIBIT C

**TO THAT CERTAIN CONTRACT BY AND BETWEEN
THREE RIDGE FARMS, LLC AND TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

DATED THE ____ DAY OF _____, 2017

**LOUISIANA DEPARTMENT OF NATURAL RESOURCES
COASTAL USE PERMIT NO. P20160299**

EXHIBIT D

**TO THAT CERTAIN CONTRACT BY AND BETWEEN
THREE RIDGE FARMS, LLC AND TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

DATED THE ____ DAY OF _____, 2017

**U.S. ARMY CORPS OF ENGINEERS
PERMIT NO. MVN-2016-00503-WH**



Monday, February 20, 2017

Item Title:

Safety Road - Partial revocation

Item Summary:

Consider the introduction of an ordinance to revoke the right-of-way for approximately 450-linear feet of Safety Road, and call a public hearing on said matter on Wednesday, March 8, 2017 at 6:30 p. m.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	2/16/2017	Ordinance
Executive Summary	2/16/2017	Executive Summary
Backup Material	2/16/2017	Backup Material

OFFERED BY:
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO REVOKE THE RIGHT-OF-WAY FOR APPROXIMATELY 450
LINEAR FEET OF SAFETY ROAD

SECTION I

BE IT ORDAINED that the Terrebonne Parish Council, in regular session convened, acting pursuant to the Home Rule Charter for a Consolidated Government, does hereby revoke the dedication of Right-of-Way for approximately 450 linear feet of Safety Road as more fully shown on the plat entitled "Proposed Public Right-of-Way Revocation Along Safety Road", and attached as Exhibit "A".

SECTION II

BE IT FURTHER ORDAINED that this revocation is conditioned upon this section of road in question does not serve a public purpose and does not further the interests of the Parish and Parish Road System.

SECTION III

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 severable.

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 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:



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Safety Road partial Revocation

PROJECT SUMMARY (200 WORDS OR LESS)

An Ordinance to revoke the Right-of-Way for approximately 450 linear feet at the end of Safety Road.
--

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

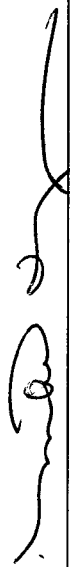
TPCG has determined that this section of Safety Road as depicted on the attached map is no longer needed for public purposes.

TOTAL EXPENDITURE

None		
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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Mike C. Touns, Director of Public Works

Signature

February 16, 2017

Date



Houma-Terrebonne Airport Commission

10264 EAST MAIN STREET - HOUMA, LOUISIANA 70363

Office: (985) 872-4646 / Fax: (985) 876-4115

February 15, 2017

Parish President Gordy Dove
8026 Main Street, Suite 700
Houma, LA 70360

Dear Mr. President:

I am writing on behalf of the Houma-Terrebonne Airport Commission (H-TAC). They have authorized me to request that the Terrebonne Parish Consolidated Government (TPCG) revoke and set aside the dedication of a portion of Safety Road located on the Houma-Terrebonne Airport, as the H-TAC believes it is no longer needed for public purposes.

The requested action is based on La. R.S. 48:701 et seq. Attached is an aerial map showing the portion of Safety Road (outlined in red) that is sought to have its dedication revoked. The remainder of Safety Road would remain a public road for all purposes.

If anything else is needed, please contact me or my staff.

Respectfully,

Joe Wheeler MCA, C.M., ACE
Executive Director



Safety Road
Area in red to be de-dedicated

Legend
Feature 1



300 ft

Proposed Public Right-of-Way Revocation Along Safety Road

