
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

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



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

AGENDA

May 24, 2021
5:30 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 the table near the entrance into the building** 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

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Discussion and update from the Office of Homeland Security & Emergency Preparedness relative to COVID-19 and any other pertinent public information.
2. **RESOLUTION:** Authorizing an agreement for Professional Engineering Services for Houma Generating Station Boiler Control System Upgrade for Unit 14, 15, and 16, project known as 21-ELECTGEN-26.
3. **RESOLUTION:** Providing approval of Amendment No. 5 to the Engineering Agreement for Parish Project No. 16-DRA-25, Petit Caillou Drainage Project, Terrebonne Parish, Louisiana.
4. **RESOLUTION:** Obligating the necessary funding under the FEMA funded Terrebonne Parish Flood

Mitigation Assistance Program, Project No FMA-PJ-06-LA2017-021 to complete the elevation of 54 Bayou Decade WW, Theriot, LA 70397.

5. **RESOLUTION:** Ratifying the Parish President's appointment of All South Consulting Engineers to provide professional engineering services relative to the Isle of Cuba Transfer Site property lease renewal.
6. **RESOLUTION:** Authorizing the execution of Change Order No. 5 for the Construction Agreement for Parish Project No. 18-LOCK-46, Bayou Terrebonne Lock Project, Terrebonne Parish, Louisiana.
7. Introduce an ordinance to revise certain portions of Sections 8-2 and 8-3 of the Terrebonne Parish Code of Ordinances pertaining to the days and times associated with the public display and sales of fireworks and call for a public hearing on said matter on Wednesday June 9, 2021 at 6:30 p.m.
8. Introduce an ordinance to authorize Parish President Gordon Dove to enter into and ratify a Cooperative Endeavor Agreement between DDC, DTBA, TPCG and TGMC for the purpose of developing and operating a Farmer's Market at the Downtown Marina called the Market at the Marina and call a public hearing on said matter on Wednesday, June 9, 2021 at 6:30 p.m.
9. Introduce an ordinance to amend the Parish Code of Terrebonne Parish by adding to Chapter 18: Motor Vehicles and Traffic, Article IV: Operation of Vehicles, Division 2: Parish, and to amend Section 18-91 2, Twenty-five (25) miles per hour, along Country Drive from Nate Lane to 4408 Country Drive; to provide for the installation of said signs; **TO AMEND ORDINANCE NO. 8645 TO CHANGE THE NAME OF BELANGER STREET TO NATE LANE AS PREVIOUSLY ADOPTED IN ORDINANCE NO. 6445** to provide for other matters relative thereto; and call a public hearing on said matter on Wednesday, June 9, 2021 at 6:30 p.m.
10. Introduce an ordinance to create the "North Terrebonne Recreation District"; define the boundaries and the governing authority thereof in accordance with LA. R.S. 33:4562 et seq regarding recreation districts, creation by parishes; corporate status, powers, and domicile; providing for other matters in connection with the foregoing; and call a public hearing on said matter on Wednesday, June 9, 2021 at 6:30 p.m.
11. Adjourn

Category Number:
Item Number:



Monday, May 24, 2021

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, May 24, 2021

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, May 24, 2021

Item Title:

COVID Update

Item Summary:

Discussion and update from the Office of Homeland Security & Emergency Preparedness relative to COVID-19 and any other pertinent public information.

ATTACHMENTS:

Description

Executive Summary

Upload Date

2/4/2021

Type

Executive Summary

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

COVID 19 update

PROJECT SUMMARY (200 WORDS OR LESS)

Discussion and update from the Office of Homeland Security & Emergency Preparedness relative to COVID-19 and any other pertinent public information.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

**IF YES AMOUNT
BUDGETED:**

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

John Navy

ALL COMMITTEE MEETINGS

Signature

Date



Monday, May 24, 2021

Item Title:

Houma Generating Station Boiler Control System Upgrade for Unit 14, 15 and 16, Project # 21-ELECTGEN-26

Item Summary:

RESOLUTION: Authorizing an agreement for Professional Engineering Services for Houma Generating Station Boiler Control System Upgrade for Unit 14, 15, and 16, project known as 21-ELECTGEN-26.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/19/2021	Executive Summary
Resolution	5/19/2021	Resolution
Backup Material	5/19/2021	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Houma Generating Station Boiler Control System Upgrade for Unit 14, 15 and 16,
Project # 21-ELECTGEN-26.

PROJECT SUMMARY (200 WORDS OR LESS)

A resolution ratifying the Parish President's appointment of ADG Baton Rouge, LLC to provide professional engineering services relative to the Houma Generating Station Boiler Control System Upgrade for Unit 14, 15 and 16.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The proposed project will result in preliminary plan, final design, bidding and a final inspection for the Houma Generating Station Boiler Control System Upgrade for Unit 14, 15 and 16.

TOTAL EXPENDITURE

\$19,800.00

303-802-8915-11

ACTUAL

ESTIMATED

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

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Ernest Brown, Utilities Director

5/19/21

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A resolution authorizing an agreement for Professional Engineering Services for Houma Generating Station Boiler Control System Upgrade for Unit 14, 15 and 16, project known as 21-ELECTGEN-26.

WHEREAS, ADG Baton Rouge, LLC will provide professional engineering services for the Upgrade Boiler Control System for Unit 14, 15 and 16 to the Houma Generation Station, and

WHEREAS, TPCG Administration determined that ADG Baton Rouge, LLC. Is qualified to perform the work and is in the position to bring on reputable consultant to perform those services, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of Terrebonne Parish Consolidated Government, that the professional engineering services from ADG Baton Rouge, LLC be, and is hereby, approved, and

BE IT FURTHER RESOLVED, that the Parish President and all other appropriate parties be, and they are hereby, authorized to execute any and all contract documents associated therewith.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____ 2021.

I, SUZETTE THOMAS, Clerk of Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted and ratified by the Assembled Council in Regular Session on _____, 2021 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____ 2021.

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

ADG Baton Rouge, LLC

3071 Teddy Drive
Baton Rouge, LA 70809
225.293.9474



March 30, 2021

Denise N. Turner
Utilities Staff Engineer
Terrebonne Parish Consolidated Government

RE: **Electrical Engineering Fee Proposal**
Boiler Controls Upgrade for Units 14, 15 & 16
Terrebonne Parish, LA

Dear Ms. Turner;

We are pleased to submit our proposal to provide the requested electrical engineering services for the above referenced project. Our fee for this project based on the below scope is \$19,800.

Control Design: This proposal scope includes: upgrade to existing boiler controls for Units 14, 15 and 16 from MicroMod to PLC Based Controls at Houma Generating Station.

Construction Administration: This office will provide assistance through project bidding, answering contractor's questions, reviewing prior approval submittals, and preparing required addendums. During construction, this office will assist in answering field construction questions. Construction site visits, progress meetings, and a final inspection are included in this fee.

Thank you for your consideration and please feel free to call me if you have any questions or concerns.

Sincerely,

Michael L. Terry III, PE
ADG Baton Rouge, LLC
A Professional Engineering Company

Approved By: _____ Date: _____

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____ day of _____, 2021, between TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (OWNER) and **ADG Baton Rouge, LLC** (ENGINEER).

OWNER intends to construct the **Houma Generating Station Boiler Control System Upgrade for Unit 14, 15 and 16**, and identified as Parish Project No. 21-ELECTGEN-26 (hereinafter called the Project[s]); said improvements to be performed with assistance from ENGINEER as per the specific job tasks outlined below.

- I. Assist OWNER in coordinating the work.
- II. Coordination of any engineering reports, geotechnical investigations, funding applications or agreements, right-of-way documents, environmental assessments or environmental impact statements required.
- III. Prepare the plans and specifications for the **Houma Generating Station Boiler Control System Upgrade for Unit 14, 15 and 16**.
- IV. Assist the OWNER in the advertisement for bids, bid evaluation and contract award.
- V. Provide contract administration and project representative during construction.

The services described above are more fully detailed as follows:

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional services for OWNER in the phases of the Project to which this agreement applies, serve as OWNER's professional engineering representative for the project as set forth below and shall give professional engineering consultation and advice to the OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

- 1.1.1 ENGINEER shall perform professional services hereinafter stated which include customary civil, structural, mechanical and electrical engineering services incidental thereto.

1.2 Study and Report Phase

After authorization to proceed, ENGINEER shall:

- 1.2.1 Consult with OWNER to clarify and define OWNER's requirements for the project and review available data.
- 1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Paragraph 3.3, and act as OWNER's representative in connection with any such services.
- 1.2.3 Provide analysis of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- 1.2.4 Provide a general economic analysis of OWNER's requirements applicable to various alternatives.
- 1.2.5 Prepare a report containing a statement of project scope with scope determination drawings, design criteria, and with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges for all professionals and consultants, allowances for the cost of land and rights-of-way, and financing charges (all of which are hereinafter called "Project Costs").
- 1.2.6 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultation with such authorities.
- 1.2.7 Furnish two copies of the Report and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in Exhibit "A", Further Description of Basic Services and Related Matters.

1.3 Preliminary Design Phase

After authorization to proceed with Preliminary Design Phase, ENGINEER shall:

- 1.3.1 In consultation with OWNER and on the basis of the accepted Report, determine the extent of the Project.
- 1.3.2 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.3.3 Advise OWNER if additional data or services of the types described in Paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

- 1.3.4 Based on the information contained in the Preliminary Design Documents, submit a revised opinion of probable Total Project Costs.
- 1.3.5 Furnish five (5) copies of the above Preliminary Design Documents and present and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase are amended and supplemented as indicated in Exhibit "A", "Further Description of Basic Engineering Services and Related Matters".

1.4 Final Design Phase

- 1.4.1 After authorization to proceed with the final design phase, the ENGINEER shall, on the basis of accepted preliminary design documents and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.4.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals for such governmental authorities as have jurisdiction over design criteria applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.4.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the project for Construction Cost and furnish a revised Project Cost based on the Drawings and Specifications.
- 1.4.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.4.5 Prepare for review by OWNER a summary of design criteria and methods of design.
- 1.4.6 Furnish four copies of the above documents generated in Sections 1.4.1 through 1.4.5, inclusive and present, and review them with OWNER.

The duties and responsibilities of ENGINEER during the Final Design Phase are amended and supplemented as indicated in Exhibit "A", "Further Description of Basic Engineering Services and Related Matters".

1.5 Bidding or Negotiating Phase

After authorization to proceed with the Bidding or Negotiating Phase has been received

from the OWNER, ENGINEER shall:

- 1.5.1 Assist OWNER in advertising and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services, and where applicable, assist OWNER in maintaining a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
- 1.5.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)" for those portions of the work as to which acceptability is required by the bidding documents.
- 1.5.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.5.4 Attend the bid opening and assist the OWNER in evaluating bids or proposals and in assembling and awarding contracts.
- 1.5.5 Furnish any addenda or supplement information issued during the bid process to the OWNER.
- 1.5.6 Furnish a bid tabulation, bid evaluation and information on any substitute materials and equipment at the end of the bidding process for the project to the OWNER.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in Exhibit "A", "Further Description of Basic Engineering Services and Related Matters".

1.6 Construction Phase

During the Construction Phase, ENGINEER shall:

- 1.6.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER, to the extent provided in said General Conditions, except as otherwise provided in writing by OWNER to ENGINEER.
- 1.6.2 Furnish the contractor's proposed schedule with comments after award of contract and before commencement of construction to the OWNER.
- 1.6.3 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents.

ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s), nor the safety procedures in connection therewith. ENGINEER's efforts will be directed toward providing greater degree of confidence for OWNER that the complete work of the Contractor(s) will conform to the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and shall disapprove or reject work failing to conform to the Contract Documents.

- 1.6.4 Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections Contractor's plans for compliance with NPDES/LPDES requirements and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 1.6.5 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith, provided that such interpretation or decision is reasonable.
- 1.6.6 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor's and recommend in writing, payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER based on such observations and review, that the work has, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning project upon Substantial Completion, to the results of any

subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) has completed the work exactly in accordance with the Contract Documents.

- 1.6.7 Furnish an updated schedule to the OWNER on a periodic basis.
- 1.6.8 Furnish a copy of the project log to the OWNER once a week during the course of construction.
- 1.6.9 Furnish a copy of any change orders, punch lists, etc., generated during the course of construction to the OWNER.
- 1.6.10 Notify the OWNER and conduct an inspection with him to determine if the project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendations and notice shall be subject to the limitations expressed in Paragraph 1.6.5.
- 1.6.11 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other person (except ENGINEER's own employees and agents at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in Paragraphs 1.6.1 through 1.6.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.

The duties and responsibilities of ENGINEER during the Construction Phase are amended and supplemented as indicated in Exhibit "A", "Further Descriptions of Basic Engineering Services and Related Matters".

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others

additional services of the following types which are not considered normal or customary Basic Services, except to the extent provided otherwise in Exhibit "A", "Further Description of Basic Engineering Services and Related Matters"; these will be paid for by OWNER as indicated in Section 5.

- 2.1.1 Preparation of permit applications and supporting documents for governmental grants, loans or advances in connection with the project; preparation of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in extent of the project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.4 Providing rendering of models for OWNER's use.
- 2.1.5 Preparing documents for alternate bids requested by OWNER for Contractor(s); work which is not executed or documents for out-of-sequence work.
- 2.1.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by OWNER.
- 2.1.7 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in Paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with Paragraph 3.3.
- 2.1.8 Services resulting from the award of more separate prime contracts for construction, materials, equipment or services for the project than are contemplated by Paragraph 5.1.1.1, and services resulting from the arranging for

performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER's contracts for such services.

- 2.1.9 Providing any type of field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.
- 2.1.10 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.1.11 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.
- 2.1.12 Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Contractor(s) to ENGINEER.
- 2.1.13 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of contract time of any prime contract, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.14 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.15 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the project.
- 2.1.16 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.17 Additional services in connection with the project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.2 Resident Services During Construction – NOT REQUIRED

- 2.2.1 If requested by OWNER or recommended by ENGINEER and agreed to by the other, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s). Such services will be paid for by the OWNER as indicated in Paragraph 5.1.2.4.
- 2.2.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in Exhibit "B", which is to be identified, attached to, and made a part of, this Agreement before such services began.
- 2.2.3 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such resident project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents provided that nothing contained herein shall relieve ENGINEER of the obligation imposed by this agreement.
- 2.2.4 If OWNER designates another person to represent OWNER at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER's "Basic Services" (except to the extent provided otherwise in Exhibit "A", "Further Description of Basic Engineering Services and Related Matters") data prepared by or services of others

including without limitation core borings, probings and subsurface explorations, cultural resources investigations, hydrographic surveys, laboratory tests, water quality analysis, and inspection of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions, zoning, deed and other land use restrictions; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his services.

- 3.4 Provide field control surveys and establish reference points and base lines (except to the extent provided otherwise in Exhibit "A", "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of the work.
- 3.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required by ENGINEER to perform his services.
- 3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspections services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.9 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such persons shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 3.10 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope of timing of ENGINEER's services, or any defect in the work of the Contractor(s).
- 3.11 Furnish or direct ENGINEER to provide necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.12 Bear all costs incident in compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase within the contract time provided in the construction agreement. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the project, including extra work and required extensions thereto. The rendering of such services required by extra work or extension of the construction contract time shall be considered an Additional Service as provided in Paragraph 5.1.2 and shall entitle the ENGINEER to additional compensation to construction administration and project representation.
- 4.2 The services called for in the Study and Report Phase will be completed and the Report submitted within the stipulated period indicated in Paragraph 2 of Exhibit "A", "Further Description of Basic Engineering Services and Related Matters" after authorization to proceed with that phase of services.
- 4.3 After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the extent of the project desired by OWNER, and upon authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Design Phase, within the stipulated period indicated in Paragraph 3 of Exhibit "A", "Further Description of Basic Engineering Services and Related Matters", after authorization to proceed with that phase of services.
- 4.4 After acceptance by OWNER of the Preliminary Design Phase and upon authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Cost for all work of Contractor(s) on the project within the stipulated period indicated in Paragraph 4 of Exhibit "A", "Further Description of Basic and Additional Engineering Services and Related Matters", after authorization to proceed with that phase of services.
- 4.5 ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the project.
- 4.6 After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation, including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with

performance of the services called for in the Bidding or Negotiating Phase. This phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in Paragraph 6.2.2.5).

- 4.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the project involves more than one prime contract.
- 4.8 If OWNER has requested significant modifications or changes in the extent of the project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.
- 4.9 If OWNER fails to give authorization to proceed with any phase of services within 90 calendar days after completion of the immediately proceeding phase, or if the Construction Phase has not commenced within 120 calendar days (plus such additional time as may be required to complete the services called for under Paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement.
- 4.10 If ENGINEER's services for design or during construction of the project are delayed or suspended in whole or in part by OWNER for more than three (3) months for any reason beyond ENGINEER's control, ENGINEER shall, on written demand to OWNER, (but without termination of this Agreement) be paid as provided in Paragraph 5.3.2. If such delay or suspension extends for more than one (1) year for reasons beyond the ENGINEER's control, or if ENGINEER for any reason is required to render services more than one (1) year after Substantial Completion, the various rates of compensation provided for elsewhere in this agreement shall be subject to re-negotiation.
- 4.11 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in Exhibit "A", "Further Description of Basic Engineering Services and Related Matters", and the provisions of Paragraph 4.4 through 4.11, inclusive, will be modified accordingly.

METHOD OF PAYMENT

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 Methods of Payment for Services and Expenses of ENGINEER

- 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") in accordance with Exhibit "C," "Engineering Fee Percentage Curve."
- 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", **State of Louisiana Schedule of Representative Fees for 2020**, shall be all inclusive in the Engineering Fee Percentage Curve. At this time, the following additional services are anticipated, and the Estimated Costs shown below are recommended for budgetary considerations.

<u>Additional Services</u>	<u>Estimated Cost</u>
Principal/Management	\$190.00/hour
Senior Engineer	\$185.00/hour
Senior Project Manager	\$155.00/hour
Project Manager	\$130.00/hour
Assistant Project Manager	\$95.00/hour
Design Technician	\$75.00/hour
Draftsperson	\$60.00/hour
Administrative Professional	\$75.00/hour
Reproduction Expenses	Actual Cost
Postage	Actual Cost
Office Copies	\$.10 per copy
Fire Marshal Submittal	Actual Cost Not Required
Geotechnical Service	Actual Cost Not Required

- 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 for by ENGINEER. At this time, the following special consultants are anticipated, and the Limitation of Costs shown below are recommended for budgetary considerations: **Soil Borings, \$4,500.00**, which shall be paid in addition to the Engineering Fee Percentage Curve. **DELETE - NOT REQUIRED**
- 5.1.2.3 Serving as a Witness. For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with Paragraph 2.1.16, at the rate of \$500.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in Paragraph 5.1.2.1).

5.1.2.4 DELETED.

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 inclusive in the Engineering Fee Percentage Curve.

5.1.4 As used in this Paragraph 5.1, the term "Construction Cost" will have the meaning assigned to it in Paragraph 6.1; the term "Reimbursable Expenses" will have the meaning assigned to it in Paragraph 5.4 and the term "Limitation of Cost" will have the meaning assigned to it in Paragraph 5.5.

5.1.5 DELETED.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of the billing. OWNER shall make prompt monthly payments in response to the ENGINEER's monthly statements subject to limitations referenced in Paragraph 5.2.2.

5.2.2 OWNER shall not be obligated to compensate ENGINEER for any phase of Basic Services beyond the prescribed percentage of that phase as it relates to the total Basic Services fee and the actual percentage completion as judged by OWNER. Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of each phase to the following percentages of total compensation for all phases of Basic Services:

<u>Phase</u>	<u>Percentage</u>
Study and Report Phase	5 %
Preliminary Design Phase	20 %
Final Design Phase	50 %
Bidding or Negotiating Phase	5 %
Construction Phase	15 %
Project Closeout	<u>5 %</u>
Total	100 %

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of the ENGINEER's bill, the amounts due ENGINEER will therefore include a charge at the rate of 1% per

month from said sixtieth day and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 In the event of termination by OWNER, under Paragraph 7.1, upon completion of any phase of the Basic Services, progress payment due ENGINEER for the services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during the phase on the basis of Exhibit "D" for services rendered during that phase to date of the project. In the event of any such termination, ENGINEER shall be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses.

5.3.3 In the event the OWNER's construction program is delayed after the completion of the design phase on any one construction contract for a period in excess of four (4) months, and no construction bids are received on that contract, the ENGINEER agrees to accept full compensation for his services to date, the percentage fee set forth in Paragraph 5.2.2 based upon the ENGINEER's opinion of probable construction cost as prepared under Paragraph 1.4.3. Should the contract be bid at a later date, there will be no adjustment in the fees through the design phase; however, the engineering fee for the construction phase shall be based upon the total costs of all work performed as designed or specified by the ENGINEER.

5.4 Definitions

5.4.1 Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

5.5 Limitation of Cost

5.5.1 The parties to this agreement estimate that performance of required items of work, for which a Limitation of Cost is specified, will not cost the OWNER more than the estimated cost specified. The ENGINEER agrees to use his best efforts to perform all obligations under this agreement within the estimated cost.

5.5.2 The ENGINEER shall notify the OWNER in writing whenever ENGINEER has reason to believe that:

- 5.5.2.1 The cost the ENGINEER expects to incur under this agreement, related to items for which a Limitation of Cost is specified, in the next 60 days, when added to all cost previously incurred, will exceed 75 percent of the estimated cost;
- 5.5.2.2 The total cost (same as 5.5.2.1) will be either greater or substantially less than had been previously estimated.
- 5.5.3 Except as required by other provisions of this agreement, the following conditions relative to compensation for work performed under this agreement, which is subject to a Limitation of Cost, shall apply:
 - 5.5.3.1 The OWNER is not obligated to reimburse the ENGINEER for cost incurred in excess of the estimated cost specified.
 - 5.5.3.2 The ENGINEER is not obligated to continue performance under this agreement, or otherwise incur cost in excess of the estimated cost specified, until the OWNER notifies the ENGINEER in writing that the estimated cost has been increased and provides a revised estimated total cost of performing the work.
- 5.5.4 No notice, communication or representation in any form other than that specified above, or from any person other than the OWNER's authorized representative, shall affect the estimated cost to the OWNER. In the absence of the specified notice, the OWNER is not obligated to reimburse the ENGINEER for any cost in excess of the estimated cost.
- 5.5.5 If the estimated cost specified is increased, any cost the ENGINEER incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward.
- 5.5.6 Change orders shall not be considered an authorization to exceed the estimated cost to the OWNER, unless they contain a statement increasing the estimated cost.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, unless this Agreement so specifies, nor will it include OWNER's legal accounting, insurance counseling or auditing services, or interest and financial charges incurred in connection with the Project. (Construction Cost is one of the items compromising Project Costs which is defined in Paragraph 1.2.5). When Construction Cost is used as a basis for payment, it will be based on one of the following sources with

precedence in the order listed for work designed or specified by ENGINEER.

- 6.1.1 For completed construction work, the total costs of all work performed as designed or specified by ENGINEER.
- 6.1.2 For work designed or specified, but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or if the work is not bid, the lowest bona fide negotiated proposal for such work.
- 6.1.3 For work designed or specified, but not constructed, upon which no such bid or proposal is received, the most recent estimate of Construction Cost or, if none is available, ENGINEER's most recent opinion of probable Construction Cost. Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates, including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

6.2 Opinions of Cost

- 6.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If, prior to the Bidding or Negotiating Phase, OWNER wishes greater assurance as to Project or Construction Cost, he shall employ an independent cost estimator as provided in Paragraph 3.8.
- 6.2.2 If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:
 - 6.2.2.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion. In order to be binding on OWNER, such acceptance must be in writing and signed by OWNER, expressly acknowledging it to be a revised opinion of probable Project or Construction Cost.
 - 6.2.2.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

- 6.2.2.3 ENGINEER will be permitted to determine that materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.
- 6.2.2.4 If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date of which proposals or bids are sought.
- 6.2.2.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or re-bidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of No. 3, ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7 - GENERAL CONSIDERATION

7.1 Termination or Suspension

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the ENGINEER have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the OWNER as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. By the OWNER due to the departure for whatever reason of any principal member or members of the ENGINEER's firm.
5. By satisfactory completion of all services and obligations described herein.
6. By the OWNER by giving thirty (30) days' notice to the ENGINEER in writing

and paying fees due for completed work.

Upon completion/termination the ENGINEER shall deliver to the OWNER all plans and records of the work compiled to the date of termination and the OWNER shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

Should the OWNER desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) **days'** notice given by the OWNER in writing to that effect, and the work may be reinstated and resumed in full force and effective upon receipt from the OWNER of thirty (30) **days'** notice in writing to that effect. Payment for termination shall be in accordance with Paragraph 5.3.2.

7.2 Re-use of Documents

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for re-use by OWNER or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

7.3 Controlling Law

This agreement is to be governed by the principal place of business of OWNER, and it is agreed that all litigation concerning this contract shall be in Terrebonne Parish, Louisiana.

7.4 Successors and Assigns

7.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2 Neither OWNER or ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem

appropriate to assist him in the performance of services hereunder, at his own expense.

7.4.3 Nothing herein shall be construed to give away any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Public Liability

To the fullest extent permitted by law, Engineer shall indemnify and hold harmless TPCG, and TPCG's elected or appointed officials, officers, directors, partners, agents, consultants, and employees from and against any and all claims, demands, costs, expenses, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or related to the Project, provided that any such claim, demand, cost, loss, expense, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or loss of or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused in whole or part by any negligent acts or omissions of the Engineer or the Engineer's officers, directors, partners, employees, Consultants, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, expense, or demand is caused in part by a party indemnified hereunder. The Engineer shall not be obligated to indemnify TPCG, or the TPCG's elected or appointed officials, officers, directors, partners, agents, Consultants, and employees, from their own negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.

7.6 Claim for Liens

The ENGINEER shall hold the OWNER harmless from any and all claims for liens of labor, services or material furnished to the ENGINEER in connection with the performance of its obligations under this contract.

7.7 Professional Liability Insurance

The ENGINEER shall maintain professional liability coverage during the term of this agreement. The limits of this coverage shall be a minimum of \$500,000.00 combined single limit. This requirement shall extend to all professional subcontractors employed by the prime consultant engineer or surveyor. ENGINEER shall provide certification of such insurance and a copy of the policy upon request.

7.8 General Liability Insurance

The ENGINEER shall maintain general liability coverage during the terms of this agreement. The limit of this coverage shall be a minimum of \$500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage; naming the Terrebonne Parish Consolidated Government as an additional insured.

ENGINEER shall provide certification of such insurance and a copy of the policy upon request.

7.9 Workers' Compensation Insurance

The ENGINEER shall maintain workers' compensation coverage during the term of this agreement. The limits of this coverage shall be the Louisiana statutory minimum requirements and a waiver of subrogation shall be provided. Exception: Employers Liability limit is \$1,000,000 when work is to be over water and involves maritime exposure. ENGINEER shall provide certification of such insurance and a copy of the policy upon request. Terrebonne Parish Consolidated Government and the ENGINEER mutually agree that it is their intention to recognize the Terrebonne Parish Consolidated Government as the statutory employer of the engineer's employees (whether direct employees or statutory employees of the ENGINEER) when any of the engineer's employees are doing work under this contract.

7.10 Auto Liability Insurance

The ENGINEER shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimum \$250,000.00, combined single limit per accident for owned, non-owned and hired vehicles. ENGINEER shall provide certification of such insurance and a copy of the policy upon request.

7.11 Deductibles and Self-Insured Retentions

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO, AND APPROVED BY THE OWNER. Prior to entering into this agreement, and at the option of OWNER, either,

The OWNER shall accept and approve the deductible or self-insured retention.

The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER.

The ENGINEER shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

7.12 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. OWNER is to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the ENGINEER; products and completed operations of the ENGINEER; premises owned, occupied or used by the ENGINEER. The coverage shall contain no special limitations on the scope of

protection afforded to OWNER. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of OWNER.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to OWNER.
- c. The ENGINEER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to **waive all rights of subrogation against OWNER**, for losses arising from work performed by the ENGINEER'S for OWNER.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to OWNER.

7.13 Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers' compensation coverage only for those ENGINEER'S whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

7.14 Verification of Coverage

ENGINEER shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES.** OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.15 Subcontractors

ENGINEER shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SECTION 8 - SPECIAL PROVISIONS AND SCHEDULES

8.1 The following exhibits are attached to and made a part of this Agreement.

- 8.1.1 Exhibit "A", "Further Description of Basic Engineering Services and Related Matters", consisting of one (1) page.
- 8.1.2 Exhibit "B", "Duties, Responsibilities and Limitations of Authority of Resident Project Representative", DELETED.
- 8.1.3 Exhibit "C", "ENGINEERING FEE", consisting of one (1) page.
- 8.1.4 Exhibit "D", "**State of Louisiana Schedule of Representative Fees for 2020**" consisting of (1) pages. **DELETED**
- 8.1.5 Exhibit "E", "OWNER's Authorizing Resolution", consisting of one (1) page.
- 8.1.6 Exhibit "F", "ENGINEER'S Corporate Resolution".
- 8.1.7 Exhibit "G", "ENGINEER's Affidavit".
- 8.1.8 Exhibit "H", "ENGINEER's Scope of Service"
- 8.2 The following ADDITIONAL SERVICES as provided in SECTION 2 are hereby authorized to be furnished by the ENGINEER during the appropriate phase and only after written authorization from the OWNER with compensation to be paid as provided in Section 5.1.2.:

8.3 This agreement (including the exhibits and schedules identified above) constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written.

OWNER:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT
HOUMA, LOUISIANA

ENGINEER:

ADG BATON ROUGE, LLC
BATON ROUGE, LOUISIANA

BY: _____
Gordon E. Dove
Parish President

BY: _____
Michael Lee Terry, III, PE
Executive Officer

WITNESS

WITNESS

WITNESS

WITNESS

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

**FURTHER DESCRIPTION OF BASIC ENGINEERING
SERVICES AND RELATED MATTERS**

1. This is an exhibit attached to, made a part of and incorporated by reference into an Agreement made on ____day of _____, 2020, 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 **(30)** 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 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 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.

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

**DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF RESIDENT PROJECT REPRESENTATIVE**

DELETED

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

ENGINEERING FEE

Owner shall pay Engineer for Basic Services, inclusive of services of Engineer's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. *General. The engineering fee is a lump sum fee sent in a proposal dated March 30, 2021.* This amount includes compensation for Engineer's Services and services of Engineer's Consultants, if any.
2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final cost of the work performed by Contractor and paid by Owner.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.

EXHIBIT "E" TO AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES,
DATED _____

OWNER'S AUTHORIZING RESOLUTION

EXHIBIT "F" TO AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES,
DATED _____

ENGINEER'S CORPORATE RESOLUTION

EXHIBIT "G" TO AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES,
DATED _____

ENGINEER'S AFFIDAVIT

STATE OF LOUISIANA
PARISH OF TERREBONNE

BEFORE ME, the undersigned authority, this day personally came and appeared _____, who after being by me duly sworn, did depose and say that he has been selected as ENGINEER for the TERREBONNE PARISH CONSOLIDATED GOVERNMENT on " _____", and that they do hereby certify, in compliance with L.R.S. 38:2190 and 2219, that they do not or will not own a substantial financial interest, either directly or indirectly, in any corporation, firm, association, or other organization which supplies materials for the construction of the above mentioned public project, and that he has employed no person, corporation, firm, association or other organization either directly or indirectly to secure the Contract for the above-mentioned public project, other than persons regularly employed by them whose services in connection with the construction of said public project or in securing the Contract for the same were in the regular course of their duties for them; and that no part of the Contract price received, or to be received, by them was paid or will be paid to any person, corporation, firm association or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by them whose services in connection with the construction of said public project were in the regular course of their duties for them.

APPEARER FURTHER DECLARED, that they will in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes, and particularly Section 2190, 2219 and 2290 through 2296 of said Title 38 of the Louisiana Revised Statutes.

BY: _____

Sworn to and subscribed
before me this ____ day
of _____, 20__.

NOTARY PUBLIC
My commission is for life.

EXHIBIT "H" TO AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES,
DATED _____

ENGINEER'S SCOPE OF SERVICE

Engineer shall, in accordance with the Contract Documents, conduct site visits; plan review of existing electrical drawings; prepare opinion of probable project cost including:

- Provide plans and specifications for the Houma Generating Station Boiler Control System Upgrade for Unit 14, 15, and 16.
- Modification or replacement of existing equipment and controls as required.
- Assist in bidding and award process.
- Review and recommend action on pay requests from contractor through the end of the construction.

RECEIVED

Mike Toups

MAY 04 2021

From: Kandace Mauldin
Sent: Monday, May 3, 2021 1:17 PM
To: Mike Toups
Subject: RE: Houma Generating Station Boiler Control System Upgrade for Units 14, 15 and 16

ADMINISTRATION
Terrebonne Parish
Consolidated Government

Yes, this is in the budget.

OK done 5/3/21

From: Mike Toups <mctoups@tpcg.org>
Sent: Monday, May 03, 2021 11:34 AM
To: Kandace Mauldin <kmauldin@tpcg.org>
Subject: FW: Houma Generating Station Boiler Control System Upgrade for Units 14, 15 and 16

Kandace,
Can you please verify and approve? I know that if I discuss this with Gordy, it will be the first thing he asks.

Thanks,

Mike Toups
Parish Manager
Terrebonne Parish Consolidated Government
E-mail: mctoups@tpcg.org
Office: 985-873-6407
Fax: 985-873-6409
8026 Main Street, 7th Floor
PO Box 2768
Houma, LA 70361



Saltwater Fishing Capital of the World

GORDY,
\$260K TO UPDATE ANTIQUATED
CONTROLS FOR GENERATORS @
POWER PLANT PLUS AN ADDITIONAL
\$20K FOR ENGINEERING FROM ADG.
PLEASE ADVISE IF OKAY TO
PROCEED.

[Signature]
5/3/21

From: Ernest Brown <ebrown@tpcg.org>
Sent: Monday, May 3, 2021 9:55 AM
To: Mike Toups <mctoups@tpcg.org>
Cc: Cyr Leboeuf <cleboeuf@tpcg.org>; Kandace Mauldin <kmauldin@tpcg.org>
Subject: RE: Houma Generating Station Boiler Control System Upgrade for Units 14, 15 and 16

Mike,

The proposed project will upgrade the control system for all Units (14, 15 and 16). The quote for engineering from ADG was \$19,800. We have \$700,000 in 303-802-8915-11 (Capital Instruments Acct) budgeted for this project. Estimated project cost with engineering and construction is \$220,000. Please let me know if you have any other questions.

Thanks,

Ernest Brown
Utilities Director
Terrebonne Parish Consolidated Government
Department of Utilities
PH: (985) 873-6758

Go Green. Please consider the environment before printing this email.

From: Mike Toups <mctoups@tpcg.org>
Sent: Monday, May 03, 2021 8:42 AM
To: Ernest Brown <ebrown@tpcg.org>
Cc: Cyr Leboeuf <cleboeuf@tpcg.org>; Kandace Mauldin <kmauldin@tpcg.org>
Subject: RE: Houma Generating Station Boiler Control System Upgrade for Units 14, 15 and 16

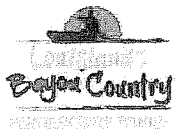
Ernie,

Do you have the funds to cover the cost of the controls, do you have a budgetary estimate for the design and engineering costs and, if so, do you have the funds to cover this?

Do we need to change the controls on only Unit 16? Have we already changed the controls on Units 14 & 15 or will these have to be upgraded also?

Mike Toups

Parish Manager
Terrebonne Parish Consolidated Government
E-mail: mctoups@tpcg.org
Office: 985-873-6407
Fax: 985-873-6409
8026 Main Street, 7th Floor
PO Box 2768
Houma, LA 70361



Saltwater Fishing Capital of the World

From: Ernest Brown <ebrown@tpcg.org>
Sent: Monday, May 3, 2021 7:37 AM
To: Mike Toups <mctoups@tpcg.org>
Cc: Cyr Leboeuf <cleboeuf@tpcg.org>
Subject: FW: Houma Generating Station Boiler Control System Upgrade for Units 14, 15 and 16

Mike,

Good morning, just was checking to see if you got a chance to speak with Mr. Dove regarding the project below.

Ernest

From: Ernest Brown

Sent: Friday, April 16, 2021 10:08 AM

To: Mike Toups <mctoups@tpcg.org>

Cc: Cyr Leboeuf <cleboeuf@tpcg.org>

Subject: Houma Generating Station Boiler Control System Upgrade for Units 14, 15 and 16

Mike,

A condition study was done on Unit 16 which stated that our control system was obsolete. Fischer Engineering recommended that we upgrade this system due to spare and replacement parts no longer being supported. This project was budgeted for 2021 and Cyr recommends ADG Engineering services to assist us in the design and bid process. Estimated project cost is \$200,000. Please review and advise if Mr. Dove would like to assign another Engineer for this project.

Thanks,

Ernest Brown

Utilities Director

Terrebonne Parish Consolidated Government

Department of Utilities

PH: (985) 873-6758

Go Green. Please consider the environment before printing this email.



Monday, May 24, 2021

Item Title:

Amendment No. 5 to Petit Caillou Drainage

Item Summary:

RESOLUTION: Providing approval of Amendment No. 5 to the Engineering Agreement for Parish Project No. 16-DRA-25, Petit Caillou Drainage Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/19/2021	Executive Summary
Resolution	5/19/2021	Resolution
Backup	5/19/2021	Backup Material
Backup	5/19/2021	Backup Material
Backup	5/19/2021	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
16-DRA-25	Petit Caillou Drainage Project

PROJECT SUMMARY (200 WORDS OR LESS)
To provide engineering services for the Petit Caillou Drainage Project.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Amendment No. 5 consists of an increase of \$110,778.82 to the engineering agreement due to various additional services that need to have their upset limits increased due to differing soil conditions during installation of the discharge pipe and the contract time going beyond its original dates.

TOTAL EXPENDITURE		
\$110,778.82		
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:		\$10,070,485.00

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

Jeanne P. Bray

05/5/2021

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 5 to the Engineering Agreement for Parish Project No. **16-DRA-25, Petit Caillou Drainage Project**, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering agreement with GIS Engineering, LLC dated May 31, 2016, recordation number 1508193, for the Petit Caillou Drainage Project identified as Parish Project 16-DRA-25, and

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

WHEREAS, certain categories in the additional services section of the contract need additional funds, and

WHEREAS, the upset limits for Project Representation, Reimbursable Expenses and Construction Management all need the limits increase due to the contract time for this project being extended by 48 days, and

WHEREAS, the Survey upset limit need to be increased to provided surveys through the end of the project, and

WHEREAS, the contractor encountered differing soil conditions when installing the final discharge support piles that caused the need for additional work to be performed by the Engineer and the Geotechnical Firm, and

WHEREAS, the coordination with DOTD for approval of the DOTD permit has required more effort than originally anticipated, and

WHEREAS, GIS requested an amendment to their existing contract to provide these services to continue with the construction of the 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

WHEREAS, this above work will increase the additional services section of the contract by \$110,778.82, contingent upon a budget amendment, 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. 5 to the Engineering Agreement for an increase of \$110,778.82, contingent upon a budget amendment, and authorizes Parish President Gordon E. Dove to execute this Amendment No. 5 to the Engineering Agreement for the Petit Caillou Drainage Project Parish Project No. 16-DRA-25, with GIS Engineering, LLC, and

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

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2021.
* * * * *

I, SUZETTE THOMAS, 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 _____, 2021, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

SUZETTE THOMAS, CLERK
TERREBONNE PARISH COUNCIL

**AMENDMENT NO. 5
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 5, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 2021;

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

GIS ENGINEERING, LLC, represented herein by Dustin Malbrough, duly authorized Principal (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 May 31, 2016, for professional engineering services between the OWNER and ENGINEER.

WITNESSED:

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering contract dated May 31, 2016, to the entitled **Petit Caillou Drainage Project**, identified as **Parish Project No. 16-DRA-25**, and

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

WHEREAS, certain categories in the additional services section of the contract need additional funds, and

WHEREAS, the upset limits for Project Representation, Reimbursable Expenses and Construction Management all need the limits increase due to the contract time for this project being extended by 48 days, and

WHEREAS, the Survey upset limit need to be increased to provided surveys through the end of the project, and

WHEREAS, the contractor encountered differing soil conditions when installing the final discharge support piles that caused the need for additional work to be performed by the Engineer and the Geotechnical Firm, and

WHEREAS, the coordination with DOTD for approval of the DOTD permit has required more effort than originally anticipated, and

WHEREAS, GIS requested an amendment to their existing contract to provide these services to continue with the construction of the 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

WHEREAS, this above work will increase the additional services section of the contract by \$110,778.82, contingent upon a budget amendment, 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:

Basic Services - \$616,645.00

Amend Section 5, Paragraph 5.1.2.1, to read 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 - 2016". At this time the following additional services are anticipated and Estimated Costs shown below are recommended for budgetary considerations.

<u>Description</u>	<u>Current Limit</u>	<u>Increase/Decrease</u>	<u>New Limit</u>
Grant Application Assistance	\$77,462.50	\$0.00	\$77,462.50
Engineering Liason (Davis Bacon)	\$53,295.00	\$0.00	\$53,295.00
Ground Breaking	\$8,118.98	\$0.00	\$8,118.98
Existing Conditions Gap Analysis	\$13,218.75	\$0.00	\$13,218.75
Drainage Basin Research & Analysis	\$19,730.00	\$0.00	\$19,730.00
Engineering Surveys Coordination	\$32,700.00	(+) \$19,000.00	\$51,700.00
Surveying	\$8,394.43	\$0.00	\$8,394.43
Phase 1 ESA	\$5,420.00	\$0.00	\$5,420.00
Permitting/Permitting Coordination	\$57,156.05	\$0.00	\$57,156.05

Topographic/Hydrographic Surveys	\$12,107.50	\$0.00	\$12,107.50
Construction Management	\$0.00	(+) \$56,100.00	\$56,100.00
Geotechnical Coordination	<u>\$3,800.00</u>	<u>\$0.00</u>	<u>\$3,800.00</u>
Total	\$291,403.21	\$75,100.00	\$366,503.21

Amend Section 5, Paragraph 5.1.2.2, to read 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 ENGINEER. At this time, the following special consultants are anticipated, and the Limitation of Costs shown below are recommended for budgetary considerations: Geotechnical **\$46,053.82**

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 **\$411,500.00**

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 **\$47,070.00**

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 **\$760,348.21**, 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 _____, 2021.

OWNER:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

BY: _____

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated
Government

ENGINEER:

GIS ENGINEERING, LLC

BY: _____

Dustin Malbrough
Vice President

WITNESSES:

Witness #1 - Signed Name

Witness #1 - Printed Name

Witness #2 - Signed Name

Witness #2 - Printed Name

WITNESSES:

Witness #1 - Signed Name

Witness #1- Printed Name

Witness #2 - Signed Name

Witness #2- Printed Name



May 5, 2021

Terrebonne Parish Consolidated Government
Engineering Department
8026 Main St., Suite 200
Houma, LA 70360

Attention: Ms. Jeanne Bray, Capital Projects Administrator
Subject: Amendment No. 5 Proposal
Reference: Parish Project No. 16-DRA-25
Petit Caillou Drainage Project

Ms. Bray:

Please accept this letter as GIS Engineering, LLC's (GIS) official request for the Terrebonne Parish Consolidated Government (TPCG) to amend our contract to continue providing Professional Engineering Services to be completed on the above referenced project.

PROPOSED COST

GIS proposes to provide Basic Services on a Lump Sum basis in the amount of \$616,645.00 (no changes) and Additional Services on a Time & Material basis with an upset limit of \$871,127.03 as outlined below.

	<u>Current Contract</u>	<u>Amend No. 5</u>	<u>Total</u>
BASIC SERVICES – LUMP SUM			
Study & Report Phase	\$ 44,495.00		\$ 44,495.00
Preliminary Design Phase	\$ 134,200.00		\$ 134,200.00
Final Design Phase	\$ 235,850.00		\$ 235,850.00
Bidding & Negotiations Phase	\$ 67,350.00		\$ 67,350.00
Construction Admin Phase	\$ 134,750.00		\$ 134,750.00
TOTAL BASIC SERVICES:	\$ 616,645.00		\$ 616,645.00
ADDITIONAL SERVICES – T&M			
Existing Conditions Gap Analysis	\$ 13,218.75		\$ 13,218.75
Drainage Basin Research & Analysis	\$ 19,730.00		\$ 19,730.00
Engineering Surveys	\$ 32,700.00	\$ 19,000.00	\$ 51,700.00
Survey Subcontractor	\$ 8,394.43		\$ 8,394.43
Phase 1 ESA	\$ 5,420.00		\$ 5,420.00
Permitting/Permitting Coordination	\$ 57,156.05		\$ 57,156.05
Topographic/Hydrographic Surveys	\$ 12,107.50		\$ 12,107.50
Geotechnical Engineering Coordination	\$ 3,800.00		\$ 3,800.00
Geotechnical Engineer Subcontractor	\$ 38,525.00	\$ 7,528.82	\$ 46,053.82
Resident Project Representation	\$ 392,700.00	\$ 18,800.00	\$ 411,500.00
Other Direct & Reimbursable Expenses	\$ 37,720.00	\$ 9,350.00	\$ 47,070.00
Grant Application Assistance	\$ 77,462.50		\$ 77,462.50
Reimbursables – Groundbreaking	\$ 8,118.98		\$ 8,118.98
Engineering Liaison (Davis-Bacon)	\$ 53,295.00		\$ 53,295.00
Construction Management		\$ 56,100.00	\$ 56,100.00
TOTAL ADDITIONAL SERVICES:	\$ 760,348.21	\$ 110,778.82	\$ 871,127.03
TOTAL ENGINEERING SERVICES	\$ 1,376,993.21	\$ 110,778.82	\$ 1,487,772.03

We appreciate the opportunity to continue working with you on these important drainage projects. If you have any questions or require any additional information, please contact me at 985-219-1000.

Sincerely,

Laura L. Barnes, P.E.
Client Program Manager
GIS Engineering, LLC

Jeanne Bray

From: Laura Barnes <labarnes@gisy.com>
Sent: Wednesday, May 5, 2021 3:39 PM
To: Jeanne Bray
Cc: Ann Hebert; Trey Middleton
Subject: RE: Petit Caillou Drainage Amendment No. 5 Proposal

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Jeanne,
Sorry...was on a very lengthy conference call. Thanks Trey and Ann for stepping in!
Let me know if the information below is sufficient for pleading our case ☺

Thank you!

Laura Barnes | Client Program Manager | GIS Engineering
Phone: 985-219-1048 | Cell: 985-709-7574

1. Contract Time:
 - Original Contract was 460 days
 - Contract has been extended to 508 days
 - This amendment covers Project Representation, Reimbursable Expenses, and Construction Management for the additional days added to the Contract
2. Engineering Surveys
 - The survey budget is being increased to perform the necessary surveys through the end of the project.
3. Construction Management/Geotechnical Engineer Subcontractor
 - During installation of the final row of discharge pipe support piles, differing soil conditions caused the need for Eustis Engineering to perform PDA Pile testing in order to confirm capacities.
 - Based on the pile capacities being lower than design requirements, GIS designed an additional discharge pipe support bent to strengthen the supports and to meet design requirements.
4. Construction Management
 - GIS continues to coordinate with DOTD for approval of the project DOTD Permit, who continues to delay issuing comments and requesting additional information after extended periods of time.
 - There were several iterations of the detour road design proposed by the contractor, which all required their own set of coordination efforts with DOTD during the review process. These iterations included one lane detour, complete road closure, and also the current one lane closure with traffic lights.
 - The increase in Construction Management covers what is noted above and also for the increased contract time.

Trey Middleton | Construction Manager | GIS Engineering
Phone: 985-219-1000 | Cell: 985-209-6386

From: Ann Hebert <ahebert@gisy.com>
Sent: Wednesday, May 5, 2021 2:55 PM
To: Trey Middleton <tmiddleton@gisy.com>
Cc: Laura Barnes <labarnes@gisy.com>
Subject: FW: Petit Caillou Drainage Amendment No. 5 Proposal

Trey,

See Jeanne's email below requesting details. Laura said we can use the additional cost items as a start.

Thanks,

Ann Hebert | Engineering Technician II | GIS Engineering
Phone: 985-219-1000

From: Jeanne Bray <jbray@tpcg.org>
Sent: Wednesday, May 5, 2021 2:30 PM
To: Ann Hebert <ahebert@gisy.com>
Subject: FW: Petit Caillou Drainage Amendment No. 5 Proposal

Just in case Laura is busy, can you assist???

Jeanne P. Bray
Capital Projects Administrator
Terrebonne Parish Consolidated Government
Phone: (985) 873-6720
Email: jbray@tpcg.org



Geaux GREEN. Please consider the environment before you print this page.

From: Jeanne Bray
Sent: Wednesday, May 5, 2021 2:21 PM
To: Laura Barnes <labarnes@gisy.com>
Subject: RE: Petit Caillou Drainage Amendment No. 5 Proposal

Laura,

I'm working on this amendment for ya'll. Can you provide a little more detail on why you need the increases that you do? It would be helpful in drafting and defending the reasons why we are putting this before TPCG Council. Of course, my deadline is today so the sooner the better for me.

Thanks!

Jeanne P. Bray
Capital Projects Administrator
Terrebonne Parish Consolidated Government

Phone: (985) 873-6720

Email: jbray@tpcg.org



Geaux GREEN. Please consider the environment before you print this page.

From: Laura Barnes <labarnes@gisy.com>

Sent: Wednesday, May 5, 2021 11:14 AM

To: Jeanne Bray <jbray@tpcg.org>; Joan Schexnayder <jschex@tpcg.org>

Cc: Joan Schexnayder <jschex@tpcg.org>; Jane Morella <jmorella@gisy.com>; Christopher Jeanice <cjeanice@gisy.com>; Ann Hebert <ahebert@gisy.com>

Subject: Petit Caillou Drainage Amendment No. 5 Proposal

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Jeanne,

Please see, attached, GIS's proposal for Amendment No. 5 to the Petit Caillou Drainage Project to close out this project.

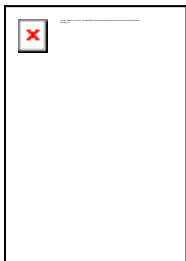
As you have previously advised, approximately \$70k remains in that project fund. We have discussed internally, and Chris has indicated that there will be some unused funds for the Bayou Terrebonne Lock Project.

Chris,

Please provide Jeanne with your acknowledgement and approval for the amount of funds that you believe can be transferred at this time.

Please don't hesitate to call me with any questions that you may have regarding this.

Thank you so much!



Laura Barnes, P.E.

Client Program Manager

Coastal Design & Infrastructure

197 Elysian Drive

Houma, Louisiana 70363

P: 985-219-1048 | C: 985-709-7574 | Ext: 3648

labarnes@gisy.com | www.gisyeng.com



Monday, May 24, 2021

Item Title:

Elevation of 54 Bayou Decade WW, Theriot

Item Summary:

RESOLUTION: Obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, Project No FMA-PJ-06-LA2017-021 to complete the elevation of 54 Bayou Decade WW, Theriot, LA 70397.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/19/2021	Executive Summary
Resolution	5/19/2021	Resolution
Memo	5/19/2021	Cover Memo
Financial Breakdown	5/19/2021	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Elevation of 54 Bayou Decade WW, Theriot, LA 70397.

PROJECT SUMMARY (200 WORDS OR LESS)

Resolution obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program, Project No FMA-PJ-06-LA2017-021 to complete the elevation of 54 Bayou Decade WW, Theriot, LA 70397.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this Resolution is to obtain approval of the elevation packet for 54 Bayou Decade WW, Theriot, LA 70397 for It's 4 O'clock Somewhere, L.L.C., owner; and obligate the necessary FEMA Flood Hazard Mitigation Assistance funding to complete this mitigation.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Chris Pulaski

5/18/2021

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

**A RESOLUTION OBLIGATING THE NECESSARY FUNDING UNDER THE
TERREBONNE PARISH FLOOD MITIGATION ASSISTANCE GRANT
PROGRAM PROJECT NO. FMA-PJ-06-LA-2017-021 FOR THE ELEVATION OF
54 BAYOU DECADE WW, THERIOT, LA 70397.**

WHEREAS, the Terrebonne Parish Consolidated Government has been formally notified by FEMA and the Governor's Office of Homeland Security and Preparedness that the Flood Mitigation Assistance Grant, Project No. FMA-PJ-06-LA-2017-021 is awarded, that the Parish is authorized to proceed with the mitigation of the following property:

Address: **54 Bayou Decade WW
Theriot, LA 70397**

Owned by: **It's 4 O'clock Somewhere, L.L.C.**

WHEREAS, under the administrative guidance of Solutient, the required "elevation packet" has been prepared and executed by the Solutient Corporation recommending elevation of this severe repetitive loss property through the FMA program.

NOW, THEREFORE, BE IT RESOLVED, by the Terrebonne Parish Council that the necessary funding under the Terrebonne Parish FEMA funded Flood Mitigation Assistance Program, Project No FMA-PJ-06-LA-2017-021 be hereby obligated to mitigate the structure identified above.

5/18/2021

MEMO TO: Gordon E. Dove
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda for May 24th and 26th, 2021
Project No. FMA-PJ-06-LA-2017-021
Property Elevation

Attached is a resolution obligating the necessary funding under the FEMA funded Terrebonne Parish Flood Mitigation Assistance Program. The resolution will allow the elevation of 54 Bayou Decade WW, Theriot, LA 70397 for It's 4 O'clock Somewhere, L.L.C., represented by Jerry Guidroz. This is the first project that has required boat delivery of materials.

Should you have any questions or require additional information, please contact me at extension 6569.

Thanks,
Chris

FMA ELEVATION DETAILS

Activity	Amount
Elevation	\$ 69,230.88
Personnel Lift/Handicap Ramp	\$ -
Grant Management Fee	\$ 10,182.14
Potential Relocation Reimbursement (Est.)*	\$ -
Potential Elevation Certificate Reimbursement (Est.)*	\$ -
Total Project Cost	<u>\$ 79,413.02</u>

FUNDING SOURCE BREAKDOWN

	Responsible Party	Amount
Federal Share - up to 90%	FEMA HMGP Grant	\$ 71,471.72
Local Match - at least 10%		\$ -
	ICC**	\$ -
	Road Home	\$ -
	Homeowner Local Match	<u>\$ 7,941.30</u>
		\$ 7,941.30
Total		<u>\$ 79,413.02</u>

** Homeowner may qualify for up to \$30,000 in ICC benefits



Monday, May 24, 2021

Item Title:

Isle of Cuba Transfer Site Lease Renewal

Item Summary:

RESOLUTION: Ratifying the Parish President's appointment of All South Consulting Engineers to provide professional engineering services relative to the Isle of Cuba Transfer Site property lease renewal.

ATTACHMENTS:

Description	Upload Date	Type
Isle of Cuba Transfer Site Lease Renewal	5/20/2021	Executive Summary
Isle of Cuba Transfer Site Lease Renewal	5/20/2021	Resolution
Isle of Cuba Transfer Site Lease Renewal	5/20/2021	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Isle of Cuba Transfer Site Lease Renewal

PROJECT SUMMARY (200 WORDS OR LESS)
To appoint All South Consulting Engineers to provide engineering services for the Isle of Cuba Transfer Site Lease Renewal

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The Solid Waste Department has operated a transfer site at this location for many years. A current survey is needed to support the lease agreement.

TOTAL EXPENDITURE		
\$9,400.00		
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:		\$9,400.00

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

Clay Naquin

5/20/2021

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution ratifying the Parish President's appointment of All South Consulting Engineers to provide professional engineering services relative to the Isle of Cuba Transfer Site property lease renewal.

WHEREAS, Terrebonne Parish Consolidated Government, Department of Solid Waste is in need of professional engineering services relative to the Isle of Cuba Transfer Site property lease renewal, and

WHEREAS, All South Consulting Engineers has proposed to provide such services, and

WHEREAS, it has been determined that the proposal of All South Consulting Engineers is suitable to fulfill the Department's need, and

WHEREAS, the Parish President has appointed All South Consulting Engineers to provide professional services relative to Isle of Cuba Transfer Site property lease renewal, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President's appointment of All South Consulting Engineers to provide professional services relative to the Isle of Cuba Transfer Site property lease renewal be, and is hereby, ratified, and

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared this resolution adopted this _____ day of _____ 20__.

* * * * *

I, SUZETTE THOMAS, Clerk of Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted and ratified by the Assembled Council in Regular Session on _____, 20__ at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____
DAY OF _____ 20__.

SUZETTE THOMAS; COUNCIL CLERK
TERREBONNE PARISH COUNCIL

May 19, 2021

Mr. Clay Naquin
Administrator
Solid Waste Department
Terrebonne Parish Consolidated Govt.
P. O. Box 2768
Houma, La. 70361

**RE: Proposal for Professional Services
Isle of Cuba Transfer Site**

Clay,

Please accept the following proposal for professional services related to the solid waste transfer station on Isle of Cuba road.

The TPCG has operated a transfer station at this location for many years. The TPCG is working on a lease renewal for the property, and needs a current survey to support this renewal. The TPCG also would like a Phase 1 Environmental Site Assessment of the property.

Finally, the TPCG would like All South to develop a ground water monitoring system for the site, along with a cost estimate to install and operate this monitoring system.

The estimate for these services is as follows:

Survey of Transfer station site, Including preparation of survey plat and legal description	\$ 3,900.00
Phase 1 Environmental Site Assessment	3,500.00
Development of Groundwater Monitoring Plan	<u>2,000.00</u>
Total	\$ 9,400.00

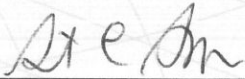
This is a lump sum fee, and will be billed upon completion of each task.

I understand the TPCG may need further services related to this tract. All South can provide an estimate for those services as needed.

If you are in agreement with this proposal, please indicate by executing this document in the space provided, and returning a PDF version to me.

If you have any questions on this matter, please do not hesitate to contact me (985-852-3445).

Sincerely,
All South Consulting Engineers, LLC



Stephen C. Smith
Partner

Agreed to and accepted this _____ day of May, 2021.

Terrebonne Parish Consolidated Govt.

Category Number:
Item Number: 6.



Monday, May 24, 2021

Item Title:

CO#5 Bayou Terrebonne Lock

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 5 for the Construction Agreement for Parish Project No. 18-LOCK-46, Bayou Terrebonne Lock Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/20/2021	Executive Summary
Resolution	5/20/2021	Resolution
Backup	5/20/2021	Backup Material
Backup	5/20/2021	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
18-LOCK-46	Bayou Terrebonne Lock

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of a lock structure

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Change Order No. 5 is to add bid items to include HPU building equipment height modifications to meet the FEMA functional dependency use requirements, extended builder’s risk insurance to cover the additional contract time for project start-up delays due to the dirt hauling/levee work, and level indicator changes for the automations system. The contractor is requesting to add 17 days for this additional work.

TOTAL EXPENDITURE		
Increase of \$61,035.00 + 17 days		
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:		\$10,391,633.00

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

Jeanne P. Bray

5/20/2021

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 5 for the Construction Agreement for Parish Project No. 18-LOCK-46, Bayou Terrebonne Lock Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government awarded the construction of Parish Project No. 18-LOCK-46, Bayou Terrebonne Lock Project to Sealevel Construction, Inc., Terrebonne Parish, Louisiana, and

WHEREAS, this change order is needed to add bid items to include HPU building equipment height modifications to meet the FEMA functional dependency use requirements, and

WHEREAS, the builder's insurance is requested to be extended to cover the additional contract time for project start-up delays due to the dirt hauling/levee work, and

WHEREAS, this change order also adds a level indicator changes for the automation system, and

WHEREAS, the adjustment of these items will be an increase in cost of \$61,035.00 to the overall contract, and

WHEREAS, this change order will increase the contract time by an additional 17 calendar days for this additional work, and

WHEREAS, Change Order No. 5 has been recommended by the Engineer, GIS Engineering, LLC, for this project.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 5 to the construction agreement with Sealevel Construction, Inc. for Parish Project No. 18-LOCK-46, Bayou Terrebonne Lock Project, Terrebonne Parish, Louisiana, for an increase in cost of \$61,035.00 to the overall contract with an increase of 17 calendar days, and

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

And the Chairman declared the resolution adopted on this _____ day of _____, 2021.

* * * * *

I, Suzette Thomas, 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 _____, 2021, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS
_____ DAY OF _____, 2021.

SUZETTE THOMAS, CLERK
TERREBONNE PARISH COUNCIL



**Terrebonne Parish Consolidated Government
Bayou Terrebonne Lock Structure Project
TPCG Project No. 18-LOCK-46
GIS Project No. 39130-1098/1099
CHANGE ORDER NO. 5**

OWNER:

Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70301

DATE OF ISSUANCE:

May 19, 2021

ENGINEER:

GIS Engineering, LLC
197 Elysian Drive
Houma, Louisiana 70363

ENGINEER'S PROJECT NO.

39130-1098/1099

CONTRACTOR:

Sealevel Construction, Inc.
P. O. Box 1037
Thibodaux, LA 70302

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

Purpose of Change Order:

The purpose of Change Order No. 5 is to add bid items to include HPU building equipment height modifications and louvers in order to meet the FEMA functional dependency use requirements, extended builder's risk insurance to cover the additional contract time for project start-up delays due to the dirt hauling/levee work, and level indicator changes for the automation system. Fifteen (17) days will be added to the contract for the additional HPU building work.

Description:

This Change Order will add the following Bid Items: CO5-1 - HPU Building Equipment Height Modifications & Louvers, CO5-2 - Extended Builder's Risk Insurance, and CO5-3 - Laser Level Indicators for Automation System.

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 8,280,702.00

Previous Change Orders No. 1 to No. 4

\$ (69,325.75)

Contract Price Prior to this Change Order

\$ 8,211,376.25

Net Increase of this Change Order

\$ **\$61,035.00**

Contract Price with all approved Change Orders

\$ 8,272,411.25

CHANGE IN CONTRACT TIME:

Original Contract Time

500 Calendar Days

Days or Date

Net Change from previous Change Orders

168 Days

Days

Contract Time Prior to this Change Order

668 Calendar Days

Days or Date

Net Increase of this Change Order

17 Days

Date

Contract Time with all approved Change Orders

685 Calendar Days

Days or Date

RECOMMENDED:

By:

GIS ENGINEERING, LLC

Date:

APPROVED:

By:

TPCG

Date:

APPROVED:

By:

SEALEVEL CONSTRUCTION

Date:

Terrebonne Parish Consolidated Government
Bayou Terrebonne Lock Structure Project
TPCG Project No. 18-LOCK-46
GIS Project No. 39130-1098/1099

Change Order No. 5
Summary

Bid Item No.	Item	Unit	Unit Cost	Original Qty	Original Bid \$ Amount	Net Change in Qty	Net Change in \$ Amount	Item New Total Qty	Item New Total \$ Amount
CO5-1	HPU Building Equipment Height Modifications and Louvers; includes material, labor, and installation	LS	\$ 48,795.00	-	\$ -	1.00	\$ 48,795.00	1.00	\$ 48,795.00
CO5-2	Extended Builder's Risk Insurance Coverage	LS	\$ 8,500.00	-	\$ -	1.00	\$ 8,500.00	1.00	\$ 8,500.00
CO5-3	Laser Level Indicators for Automation System; includes material, labor, and installation	LS	\$ 3,740.00	-	\$ -	1.00	\$ 3,740.00	1.00	\$ 3,740.00
Net Change in Contract Value							\$ 61,035.00		

Jeanne Bray

From: Trey Middleton <tmiddleton@gisy.com>
Sent: Wednesday, May 19, 2021 5:29 PM
To: Jeanne Bray
Cc: Austin Hebert; Christopher Jeanice; Ann Hebert
Subject: RE: BT Lock - Change Order
Attachments: BT Lock Change Order No. 5.pdf

Importance: High

External Sender

This email is from a sender outside of Terrebonne Parish Consolidated Government's email system. **DO NOT** click on any links, open any attachments, or reply unless you trust the sender and know the content is safe. If you are unsure or have questions, please contact Information Technology for assistance.

Good afternoon Jeanne,

Sorry so late in the day, but we just got the final pricing from Sealevel on the items listed in the attached change order and detailed below. I realize we are cutting it close and apologize, but we had to coordinate some revisions with Sealevel's initial cost proposal. Please let me know if you have any questions or need any additional information. Thank you!

HPU Building: This cost is to raise all existing electrical outlets, door switch, electrical panels, breaker panels, transformer, and the hydraulic power unit to meet/exceed the 14' BFE requirement. A stand is being fabricated and installed to raise the entire hydraulic power unit. Access stairs/platforms are also being fabricated and installed for the new height of the electrical and mechanical components in order to meet code requirements.

Extended Builders Risk: This covers the additional insurance for the extension of the contract to cover project delays in the beginning, which were due to the levee work that was being performed for TLCD and the use of the project site as a material load-out area.

Laser Level Indicators: To mitigate issues with marine growth impacting the reading of the pressure transducers, this cost is for the change to the laser level indicators that will not be susceptible to this marine growth. The sensors work with the automation system for lock operation.

Trey Middleton | Construction Manager | GIS Engineering
Phone: 985-219-1000 | Cell: 985-209-6386

From: Jeanne Bray <jbray@tpcg.org>
Sent: Wednesday, May 19, 2021 10:39 AM
To: Trey Middleton <tmiddleton@gisy.com>
Subject: [EXTERNAL] BT Lock - Change Order

Trey,

How is the Change Order coming along for elevating the equipment? Just curious.....

Jeanne P. Bray
Capital Projects Administrator
Terrebonne Parish Consolidated Government
Phone: (985) 873-6720
Email: jbray@tpcg.org



Gaux GREEN. Please consider the environment before you print this page.

Category Number:
Item Number: 7.



Monday, May 24, 2021

Item Title:

Revisions to Fireworks Ordinances

Item Summary:

Introduce an ordinance to revise certain portions of Sections 8-2 and 8-3 of the Terrebonne Parish Code of Ordinances pertaining to the days and times associated with the public display and sales of fireworks and call for a public hearing on said matter on Wednesday June 9, 2021 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/19/2021	Executive Summary
Proposed Ordinance	5/19/2021	Ordinance
Cover Memo	5/19/2021	Cover Memo
Exhibit A	5/19/2021	Exhibit



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

An introduction of an ordinance to revise certain portions of Sections 8-2 and 8-3 of the Terrebonne Parish Code of Ordinances pertaining to the days and times associated with the public display and sales of fireworks and calling for a public hearing on said matter for Wednesday June 9, 2021 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

Council Ordinance No. 9195 on October 14, 2020 established regulations pertaining to the discharge and sale of fireworks within Terrebonne Parish. There was some confusion pertaining to the allowable times for discharge of public displays as well as confusion pertaining to the allowable days and times that the sale of fireworks was to begin and end and the Parish's start date was in conflict with the State Fire Marshal's start dates. The proposed revisions clarify the language and also aligns it with those of the State Fire Marshal. The insurance requirements have also been clarified without altering the overall amount of coverage set forth by our Risk Management Department and the Parish's Insurance Provider.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Council Ordinance No. 9195 outlines the public purpose and benefit associated with the creation of the fireworks regulations. This revision serves to reduce confusion that has been experienced by the public and vendors identified after the new ordinances were implemented by Staff.

TOTAL EXPENDITURE

\$0

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL - N/A

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

A handwritten signature in blue ink, appearing to be "Chris D. D.".

Signature

A handwritten date in blue ink, "5/19/21".

Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

TO AMEND CERTAIN PORTIONS OF SECTIONS 8-2 AND 8-3 OF THE
TERREBONNE PARISH CODE OF ORDINANCES REGARDING THE USE,
SALES, AND PERMIT REQUIREMENTS OF CERTAIN APPROVED
FIREWORKS DURING SPECIFIED HOLIDAYS IN TERREBONNE PARISH

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to amend or repeal previous Ordinances; adopt or amend an administrative code; and establish a rule or regulation imposing fines or other penalties; and

WHEREAS, the general public has expressed an interest in enjoying fireworks through consumer use and public display in celebration of certain holidays; and

WHEREAS, Revised Statutes Title 51, Section 660 authorizes local governing authorities to regulate sale, use, and possession of fireworks; and

WHEREAS, Council Ordinance No. 9195 was adopted establishing regulations regarding the public display, use, and sales of fireworks in Terrebonne Parish; and

WHEREAS, Staff, during the implementation of aforementioned ordinance, identified certain areas of confusion or conflict and seeks to clarify these areas;

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

SECTION I

Chapter 8, Article I, Section 2 of the Terrebonne Parish Code shall be amended, are hereby amended (using strikethrough to indicate deletions and underlining to indicate additions) and same are hereby adopted to read as per the attached Exhibit A.

SECTION II

Any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable, and shall not affect the validity of the whole.

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 Chair declared the ordinance adopted on this, the ____ day of _____ 2021.

DARRIN GUIDRY, CHAIR
TERREBONNE PARISH COUNCIL

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, 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 _____, 2021, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



P.O. BOX 6097
HOUMA, LOUISIANA 70361
(985) 868-5050



P.O. BOX 2768
HOUMA, LOUISIANA 70361
(985) 868-3000

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

MEMORANDUM

To: Hon. Gordon E. Dove
Parish President

From: Chris Pulaski, Director
Planning & Zoning Department

Date: May 19, 2021

Re: Proposed Revisions to Fireworks Ordinances

In October 2020, the Council adopted new fireworks regulations which we then implemented prior to the Dec 31 New Years celebrations. During that process, we realized that certain aspects were causing confusion amongst the public and vendors so we noted those and are suggesting these revisions prior to the July 4 season. Chiefly, the days and times that fireworks are allowed to be sold was not the same as the State Fire Marshal (ours were more restrictive) so we revised ours to be the same. There were some concerns about the insurance coverage so our Risk Management Department reviewed the coverage and made some adjustments to how it is to be provided, but the overall amount of liability coverage (\$5,000,000) remains.

Please feel free to contact me at (985) 873-6569 or at cpulaski@tpcg.org with any questions concerning this matter.

EXHIBIT A

Sec. 8-2. Fireworks; use prohibited; exception; definitions; penalty.

- (a) It shall be unlawful for any individual, firm, partnership, corporation, or other entity to use, fire, ignite, shoot, discharge or otherwise set off any item of fireworks within Terrebonne Parish, except as specifically provided in subsection (c) below, except as specifically provided in this article, it being the intention of this section to prohibit the use of fireworks whatsoever within the City of Houma.
- (b) It shall be lawful to use, fire, ignite, shoot, discharge or otherwise set off fireworks for "consumer use" exclusively as follows:
 - (1) A person may ignite, discharge, or use permissible fireworks on the following days during the following hours:
 - a. Between dusk and 10:00 p.m. on January 1.
 - b. Between dusk and 10:00 p.m. on July 4.
 - c. Between dusk on December 31 and 1:00 a.m. on January 1.
 - (2) It shall be unlawful for anyone under the age of eighteen (18) to purchase fireworks in Terrebonne Parish from a lawfully approved fireworks vendor. Vendors shall require proper photo identification at each sale for this purpose.
 - (3) Discharging of fireworks by persons under fifteen (15) years of age as described in this section is prohibited in the absence of direct supervision by a parent, guardian, or other responsible party who is eighteen (18) years of age or over.
- (c) It shall be lawful to use, fire, ignite, shoot, discharge or otherwise set off fireworks for "public display" exclusively as follows:
 - (1) The "public display" of fireworks shall be handled by a competent and qualified operator, and otherwise in accordance with R.S. 51:650(24) and 51:655.
 - (2) The "public display" of fireworks shall only be between the hours of 9:00 a.m. to 9:00 p.m., except that the permissible hours for a New Year's Eve and a 4th of July "public display" shall be between the hours of 9:00 a.m. ~~on July 4th and 2:00am on July 5th, and between the hours of 9:00am~~ on December 31 and 2:00 a.m. on January 1~~st~~ of the new year ~~and on July 4, and 2:00 a.m. on July 5.~~
 - (3) The "public display" of fireworks shall be conducted in excess of one thousand (1,000) feet of any church, hospital, asylum, public school, or nursing home, unless prior written consent by the governing board or duly authorized representative of such consents to said display in writing two (2) weeks prior to the public display, and in excess of seventy-five (75) feet of where the fireworks being used for the "public display" event are being stored prior to use.
 - (4) In addition to compliance with R.S. 51:655, any person who is issued a permit from the State Fire Marshal for a "public display" event shall obtain a "Letter Acknowledging Notification" from the chief of the Houma Fire Department acknowledging notification of the specific date, time, duration and location of such planned "public display" event within the city limits of Houma, or, for a planned "public display" event within the jurisdiction of a fire protection district, the applicant shall obtain a "Letter Acknowledging Notification" from the chairman of the governing board of the fire protection district having jurisdiction over the location of the planned "public display" event and such "Letter Acknowledging Notification" shall acknowledge notification of the specific date, time, duration and location of such "public display" event;
 - (5) Any person or entity producing a "public display" of fireworks accompanying a political, educational, religious, sporting, charity or similar special event shall require a permit from the Terrebonne Parish

EXHIBIT A

Consolidated Government, ~~and~~ the Terrebonne Parish Sheriff's Office, and the Louisiana State Fire Marshal. In order to receive a permit, the permit applicant shall submit an application, proof of statutory workers compensation insurance with one million dollars (\$1,000,000.00) in employers liability, along with Auto and General Liability insurance with a limit of one million dollars (\$1,000,000) with an excess liability policy of four million dollars (\$4,000,000.00) ~~five million dollars (\$5,000,000.00)~~ each, naming Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office as additional insureds on the auto and general liability policies, and provide a waiver of subrogation in favor of Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office on the Workers Compensation policy and on the auto and general liability policies, and an agreement holding harmless and indemnifying Terrebonne Parish Consolidated Government, its departments, and offices from any legal liabilities not caused by Terrebonne Parish Consolidated Government or Terrebonne Parish Sheriff's Office. Applications shall be submitted to the Parish two (2) weeks before the event. No permit granted hereunder shall be transferable. Fees for permitting shall be two hundred fifty dollars (\$250.00) for Terrebonne Parish Consolidated Government, and two hundred fifty dollars (\$250.00) for Terrebonne Parish Sheriff's Office.

- (d) For purposes of this article, "fireworks" shall mean any device or composition used to obtain visible or audible pyrotechnic display enumerated in La. R.S. 51:651 as a "permissible firework", also known as a "class C" firework. This definition includes, but is not limited to, flitter sparklers, sky rockets, bottle rockets, firecrackers, roman candles, and shell explosives.

The term "fireworks," as used herein, shall not include toy pistols, toy canes, toy guns, or other devices in which paper caps containing twenty-five hundredths (25/100) grains or less of explosive compounds are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and toy paper pistol caps which contain less than twenty-five hundredths (25/100) grains of explosive compounds. The term "fireworks" shall not include any article or device that constitutes ammunition for a firearm.

- (e) No person, individual, or entity shall discharge fireworks:
- (1) Within the corporate city limits of Houma;
 - (2) Indoors;
 - (3) In a confined space;
 - (4) From a vehicle, moving or non-moving;
 - (5) Closer than one thousand (1,000) feet from any facility where flammable/combustible and/or hazardous materials are used, manufactured, or stored;
 - (6) Near products that will support combustibles such as paper, dry grass, wood or pulp;
 - (7) Intentionally targeting buildings, structures, or a motor vehicle.
- (f) All sales and use of fireworks permitted in this section shall be suspended in the event of a "burn ban" issued by the governor's office or the state fire marshal pursuant to R.S. 40:1602 or 40:1563.
- (g) Fireworks for consumer use or public display shall not be modified or altered from their intended design in any way and shall not be combined with any other device or devices to increase energy or loudness of its discharge.
- (h) Violation of this section is a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) and/or not more than six (6) months in jail.

(Ord. No. 5699, § I, 11-22-96; Ord. No. 6195, § I, 3-22-00; Ord. No. 6671, § I, 8-28-02; Ord. No. 9195, § I, 10-14-20)

Editor's note(s)—It should be noted that section II of Ord. No. 6195, adopted March 22, 2000, states that, "The moratorium enacted by Ord. No. 6164 of the Terrebonne Parish Council, which became effective on February

EXHIBIT A

9, 2000, is hereby extended until the effective date of this ordinance as indicated in section III below, so as to prohibit the issuance of any new or additional retail permits pursuant to section 8-2Editor's note(s)— (c) of the Terrebonne Parish Code. Further, no additional permits shall be issued once this ordinance is signed by the Parish President or otherwise becomes law, and any current retail permittee who shall have the said permit suspended or revoked prior to the effective date of this ordinance, as indicated in section III below, shall not be eligible for re-issuance of any permit which has been suspended or revoked." Also, It should be noted that section III of Ord. No. 6195, adopted March 22, 2000, states that "Following the signing by the Parish President, or if not signed by the Parish President, in accordance with Sections 2-12Editor's note(s)— and 2-13Editor's note(s)— of the Home Rule Charter, the effective date of the repeal of the current Section 8-2Editor's note(s)— of the Terrebonne Parish Code, and the enactment of Section 8-2Editor's note(s)— of the Terrebonne Parish Code, as specified in Section I herein above, shall be on January 3, 2002. Accordingly, all prohibitions set forth in Section 8-2Editor's note(s)—, as set forth in Section I above, shall be effective on January 3, 2002, and all permits previously issued pursuant to Section 8-2Editor's note(s)—(c), as that section exists prior to the effective date of this ordinance, shall be void on January 3, 2002, which is following the end of the final sale period allowed by Section 8-2Editor's note(s)—(c)(5), as that section currently exists prior to the effective date of this ordinance."

Sec. 8-3. Fireworks; sale prohibited; exception; definitions; penalty.

- (a) It shall be unlawful for any individual, firm, partnership, corporation, or other entity to possess, sell, trade, exchange, barter or in any other manner dispose of any item of fireworks within Terrebonne Parish, except as specifically provided in this article, it being the intention of this section to prohibit the sale of fireworks whatsoever within the City of Houma:
 - (1) ~~Approved vendors may engage in sales of any kind ten (10) days in advance of any approved day where the discharging of fireworks by the general public is permitted in this article, and sales shall cease on the last day of the permitted days of consumer use listed in section 8-2(b)(1).~~
Permissible items of fireworks may be sold by approved vendors at retail beginning at 12:00:00 pm June 16th until 11:59:59 pm July 5th and beginning at 12:00:00 pm December 15th until 11:59:59 pm January 1st of each calendar year.
- (b) ~~All retail vendors shall receive a permit from the parish (parish vendor's permit) at least the day before the sales period begins.~~ Fees shall be set in accordance with R.S. 51:659. Parish vendor's permits shall expire ~~on January 1 of the year following its issuance~~ on the day following the corresponding fireworks event at 11:59:59pm. Vendors operating without a ~~P~~parish permit shall be ordered to immediately cease operations.
- (c) In addition to the retail vendor's permits required by the ~~P~~parish and the ~~S~~tate ~~F~~ire ~~M~~arshal, wholesale and retail sellers of permissible fireworks shall hold a Terrebonne Parish occupational license, provide proof of general liability insurance of at least one million dollars (\$1,000,000) with an excess liability policy of five ~~four~~ million dollars (~~\$54,000,000.00~~) upon application of a permit to the ~~P~~parish, naming Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office as additional insured and provide a waiver of subrogation in favor of Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office and meet all other requirements of a business entity involved in permanent or temporary commercial trade within Louisiana.
- (d) It shall be unlawful for a lawfully approved fireworks vendor to sell fireworks to:
 - (1) Persons under the age of eighteen (18). Failure of a vendor to require approved photo identification prior to completing a sale shall result in revocation of vendor's parish occupational license;
 - (2) Persons who are intoxicated;
 - (3) Persons who are known to be irresponsible.

-
- (e) No vendor shall sell, barter, convey, possess, dispose of, or use fireworks prohibited by federal or state law, including but not limited to:
- (1) Friction fireworks with white or yellow phosphorous and explosives;
 - (2) Cherry bombs, tubular salutes, two-inch American-made salutes, firecrackers with casings the external dimensions of which exceed one and one-half ($\frac{1}{2}$) inches in length or one-quarter ($\frac{1}{4}$) of an inch in diameter, repeating bombs, aerial bombs, torpedoes which exceed three-eighths ($\frac{3}{8}$) of an inch in diameter, Roman candles larger than ten ball, and sky rockets larger than six (6) ounces;
 - (3) Only class "C" fireworks as defined in section 8-2(d) shall be sold, transferred, and distributed and/or marketed for consumer use.
- (f) Vendors shall comply with employment, health, sales, storage, display, and disposal laws and regulations in accordance with state law, federal law, requirements of the state fire marshal, and all pertinent parish ordinances. Periodic inspections of each retail stand shall be conducted throughout the permitted sales period. Vendors shall comply with TPCG building codes.
- (g) Vendors shall adhere to signage regulations set forth as follows:
- (1) Upon issuance of a sign permit, parish vendor's permit holders shall be allowed one (1) seasonal on-premises sign, not to exceed four (4) feet by eight (8) feet, to be posted at the retail location. All signs shall require a sign permit from Terrebonne Parish and shall adhere to all applicable building codes and requirements associated with a sign permit.
 - (2) Sign permit holders may also post off-premises signage. Off-premises signs shall adhere to the signage requirements of the zoning district at the retail location, Terrebonne Parish, and the State of Louisiana Department of Transportation and Development, and other regulations.
 - (3) All signage shall be promptly removed within ten (10) days of each sales period.
- (h) Violation of this section is a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) and/or six (6) months in jail. A vendor who violates any provision of this section shall be subject to revocation or suspension of his permit.
- (i) Subject to compliance with federal and/or state laws, nothing contained herein shall in any way restrict, prohibit, or discourage manufacturing, wholesale trade, and distribution to the fireworks industry within Terrebonne Parish.

(Ord. No. 9195, § II, 10-14-20)



Monday, May 24, 2021

Item Title:

Proposed Ordinance for Market at the Marina CEA

Item Summary:

Introduce an ordinance to authorize Parish President Gordon Dove to enter into and ratify a Cooperative Endeavor Agreement between DDC, DTBA, TPCG and TGMC for the purpose of developing and operating a Farmer's Market at the Downtown Marina called the Market at the Marina and call a public hearing on said matter on Wednesday, June 9, 2021 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/10/2021	Executive Summary
Proposed Ordinance	5/10/2021	Ordinance
Cover Memo	5/10/2021	Cover Memo
Recorded and Fully Executed CEA	5/10/2021	Backup Material
Public Property Use Permit	5/19/2021	Backup Material
Indemnification Agreement	5/19/2021	Backup Material
Insurance Certificate and Info	5/19/2021	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Consider the introduction of an ordinance to authorize the Parish President to enter into and ratify a Cooperative Endeavor Agreement between DDC, DTBA, TPCG and TGMC for the purpose of developing and operating a Farmer's Market at the Downtown Marina called the Market at the Marina and calling a public hearing on said matter on Wednesday, June 9, 2021 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

On April 26, 2021, the Council approved Resolution No. 21-181 authorizing the Parish President to enter into the CEA. TPCG, DDC, DTBA and TGMC are working together to develop a healthy farmer's market in close proximity to TGMC's campus, at the Downtown Marina, for a public purpose that meets the healthy lifestyle needs of all of the citizens of the Parish of Terrebonne. Legal has recommended that this partnership and the associated CEA be codified thru an ordinance.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG, DDC DTBA and TGMC envision the Market at the Marina encouraging healthier lifestyles through physical activity and healthy food options for the citizens of Terrebonne Parish. Entering into this cooperative endeavor agreement for the public purpose of promoting the general health of the community.

TOTAL EXPENDITURE

\$0

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL - N/A

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

[Handwritten Signature]

Signature

5/10/21

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO AND TO RATIFY A COOPERATIVE ENDEAVOR AGREEMENT WITH THE HOUMA DOWNTOWN DEVELOPMENT CORPORATION (“DDC”), DOWNTOWN BUSINESS ASSOCIATION OF HOUMA, LTD (“DTBA”), TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”) AND HOSPITAL SERVICE DISTRICT #1 OF THE PARISH OF TERREBONNE (“TGMC”) FOR THE PURPOSE OF DEVELOPING AND OPERATING A FARMER’S MARKET AT THE DOWNTOWN MARINA CALLED THE MARKET AT THE MARINA; AND TO PROVIDE FOR RELATED MATTERS THERETO

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

WHEREAS, TPCG, DDC, DTBA and TGMC are working together to develop a healthy farmer’s market in close proximity to TGMC’s campus, at the Downtown Marina, for a public purpose that meets the healthy lifestyle needs of all of the citizens of the Parish of Terrebonne; and

WHEREAS, TPCG, DDC DTBA and TGMC envision the Market at the Marina encouraging healthier lifestyles through physical activity and healthy food options for the citizens of Terrebonne Parish; and

WHEREAS, The Market at the Marina, in accordance with the initial plan or proposal, will be open on the first Saturday of every month from 8:00 AM to 12:00 PM, and it will provide a source of fresh fruits, vegetables, and local goods to Terrebonne Parish Residents; and

WHEREAS, Entering into this cooperative endeavor agreement for the public purpose of promoting the general health of the community; and

WHEREAS, the Council authorizes the Parish President to enter into such a cooperative endeavor agreement by Resolution No. 21-181 on April 26, 2021 and a Cooperative Endeavor Agreement in connection therewith was entered into with an effective date of April 27, 2021; and

WHEREAS, out of an abundance of caution and since property of TPCG is being used and/or will be used in connection with the Cooperative Endeavor Agreement, Parish Administration respectfully requests the Council to approve this ordinance authorizing the Parish President, Gordon E. Dove, to execute a Cooperative Endeavor Agreement by and between the Houma Downtown Development Corporation (“DDC”), Downtown Business Association of Houma, Ltd. (“DTBA”), Terrebonne Parish Consolidated Government (“TPCG”) and Hospital Service District #1 of the Parish of Terrebonne (“TGMC”), for developing and operating a Farmer’s Market at the Downtown Marina called the Market at the Marina and to hereby ratify the Cooperative Endeavor Agreement entered into with an effective date of April 27, 2021; and

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, be authorized to execute the Cooperative Endeavor Agreement by and between the Houma Downtown Development Corporation (“DDC”), Downtown Business Association of Houma, Ltd. (“DTBA”), Terrebonne Parish Consolidated Government (“TPCG”) and Hospital Service District #1 of the Parish of Terrebonne (“TGMC”) for the developing and operating a farmer’s market at the Downtown Marina called the Market at the Marina and that the Cooperative Endeavor Agreement entered into in connection with the foregoing with an effective date of April 27, 2021.

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:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared the ordinance adopted on this _____ day of _____, 2021.

_____, CHAIRMAN
TERREBONNE PARISH COUNCIL

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

Approved _____ Vetoed _____
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, SUZETTE THOMAS, 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 _____, 2021, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF _____, 2021.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



P.O. BOX 6097
HOUMA, LOUISIANA 70361
(985) 868-5050



P.O. BOX 2768
HOUMA, LOUISIANA 70361
(985) 868-3000

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

MEMORANDUM

To: Hon. Gordon E. Dove
Parish President

From: Chris Pulaski, Director
Planning & Zoning Department

Date: May 10, 2021

Re: Market at the Marina Farmer's Market CEA

Proposed ordinance to authorize and ratify the CEA between TPCG, DBA, HDDC, and TGMC. Legal recommended that we codify the CEA with an ordinance since the event is a repetitive event taking place on public property involving partners outside of TPCG.

Please feel free to contact me at (985) 873-6569 or at cpulaski@tpcg.org with any questions concerning this matter.

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

Received From :

DAGATE, VINCENT JR APLC
ATTORNEY AT LAW
7905 PARK AVENUE
HOUMA, LA 70364

First VENDOR

TERREBONNE PARISH CONSOL GOVERNMENT

First VENDEE

TERREBONNE PARISH HOSPITAL SERVICE DIST #1

Index Type : CONVEYANCES

File # : 1626249

Type of Document : AGREEMENT

Book : 2635

Page : 315

Recording Pages : 10

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

Theresa A. Robichaux

Clerk of Court

CLERK OF COURT
THERESAA. ROBICHAUX
Parish of Terrebonne

I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 05/06/2021 at 2:11:09
Recorded in Book 2635 Page 315
File Number 1626249



On (Recorded Date) : 05/06/2021

At (Recorded Time) : 2:11:09PM



Doc ID - 015303130010

Kathleen V. Mills
Deputy Clerk

Return To : DAGATE, VINCENT JR APLC
ATTORNEY AT LAW
7905 PARK AVENUE
HOUMA, LA 70364

COOPERATIVE ENDEAVOR AGREEMENT

STATE OF LOUISIANA

THIS COOPERATIVE ENDEAVOR, is made and entered into this 21st day of April, 2021, effective as of the 21st day of April, 2021 (the "Effective Date"), and is by and between:

Houma Downtown Development Corporation ("DDC"), a Louisiana non-profit corporation domiciled in the Parish of Terrebonne, represented herein by its duly authorized agent/officer, Chris Pulaski, *resolution attached*;

Downtown Business Association of Houma, LTD ("DTBA"), Louisiana non-profit corporation domiciled in the Parish of Terrebonne, represented herein by its duly authorized agent/officer, Anne Picou, *resolution attached*;

Terrebonne Parish Consolidated Government ("TPCG"), **** by its duly authorized Parish President, Gordon Dove; and

Hospital Service District #1 of the Parish of Terrebonne ("TGMC"), a political subdivision of the State of Louisiana, conducting business as Terrebonne General Medical Center (TGMC), through its Wellness for Life initiative, represented by its duly authorized President and Chief Executive Officer, Phyllis L. Peoples.

Who declare and agree as follows:

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides: "Cooperative Endeavors. For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual."

WHEREAS, TGMC, DDC, DTBA and TPCG are working together to develop a healthy farmer's market in close proximity to TGMC's campus, on land that is owned by TPCG and managed by DDC (the "Marina Market"), for a public purpose that meets the healthy lifestyle needs of all of the citizens of the Parish of Terrebonne; and

WHEREAS, TGMC, DDC, DTBA and TPCG envision the Marina Market encouraging healthier lifestyles through physical activity and healthy food options for the citizens of Terrebonne Parish, and in furtherance thereof, enter into this cooperative endeavor for the public purpose of promoting the general health of the community.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. TGMC Covenants. In consideration of the health benefits to be derived by the community and in furtherance of its objects and purposes, TGMC covenants as follows:

- A. Marketing.** TGMC shall market the events in the following manner: provide signs, provide feather flags, promote through broadcast, promote through HTV to your health, promote through POV story, provide reusable bags, promote through social media.
- B. Clean up.** TGMC shall clean up after the events with a rotating list of volunteers (Groups: well and wise, TGMC, Live Healthy Houma, Keep Terrebonne Beautiful, and local 4-H group).

2. DDC Covenants. In consideration of the benefits to be derived by the community and in furtherance of its objects and purposes, DDC covenants as follows:

- A. Marketing.** DDC shall market the event in the following manner: promote through social media, provide flag signs for light poles at marina.
- B. Insurance.** DDC will insure the events with a \$1million event insurance policy that covers the parties as insureds.
- C. Utilities.** DDC will provide water/electricity for the events.
- D. Inspection.** DDC will conduct pre- and post-Marina Market inspections with notice to all parties regarding findings.

3. DTBA Covenants. In consideration of the benefits to be derived by the community and in furtherance of its objects and purposes, DTBA covenants as follows:

- A. Insurance. DTBA will insure the events with a \$1million event insurance policy that covers the parties as insureds.

4. TPCG Covenants. In consideration of the benefits to be derived by the community and in furtherance of its objects and purposes, TPCG covenants as follows:

- A. Land use. TPCG will allow TGMCD/DC use of the marina area at no cost.

5. Assignment

No party shall assign any interest in this Agreement or transfer any interest in same (whether by assignment or novation), without prior written consent of the other parties.

6. Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration shall have the option of auditing all accounts of all parties that relate to this contract.

7. Discrimination Clause

The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and TGMCD agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The parties further agree not to discriminate in their respective employment practices, and will perform their respective obligations under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by either party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

8. **CANCELLATION.** This Cooperative Endeavor Agreement may be canceled by any party hereto by providing sixty (60) days advance written notice to all of the other parties.

Initials: LD LA LA PP

THUS DONE AND SIGNED, this 29th day of April, 2021
in the presence of the undersigned competent witnesses:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT,
TPCG:**

WITNESSES:

Gordon Dove

Gordon Dove, TPCG

Leilani H. Adams
Witness print Leilani H. Adams

Deborah W. Ortego
Witness print Deborah W. Ortego

Veronica D. Ortego, Jr.
NOTARY PUBLIC
Veronica D. Ortego, Jr., Bay #61319

THUS DONE AND SIGNED, this 5th day of May, 2021, 2021 in the presence of the undersigned competent witnesses:

**HOSPITAL SERVICE DISTRICT NO. 1
PARISH OF TERREBONNE, TGMC**

Phyllis L. Peoples
Phyllis L. Peoples, President
Terrebonne General Medical Center

WITNESSES:

Monica Rousse
Monica Rousse
Witness print

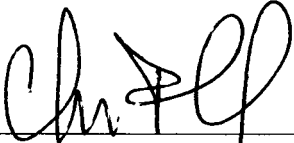
Joann Cannata
Joann Cannata
Witness print

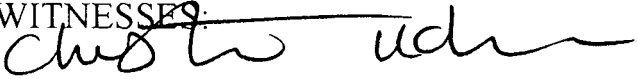
Kelly B. Theriot
NOTARY PUBLIC

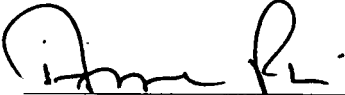
Kelly Barton Theriot
Notary # 85401
Commissioned in Terrebonne Parish
Statewide Jurisdiction, LA
Commissioned for Life

THUS ~~DO~~ DONE AND SIGNED, this 29th day of Aug, 2021 in the presence of the undersigned competent witnesses:

HOUMA DOWNTOWN
DEVELOPMENT CORPORATION,
DDC


Chris Pulaski, DDC

WITNESSES:

Christiana Udom
Witness print


Witness print



NOTARY PUBLIC
Vincent Dagate Jr
Bar # 01319

THUS DONE AND SIGNED, this 21st day of April, 2021 in the presence of the undersigned competent witnesses:

Anne Pucalman ST. Manager.
**DOWNTOWN BUSINESS
ASSOCIATION OF HOUMA, LTD,
DTBA**

WITNESSES:

Christian udom

Christiana udom

Witness print

Chris Pulaski
Chris Pulaski, DTBA

Dan Li
Witness print

Vincent Dagat, Jr
NOTARY PUBLIC

Vincent Dagat, Jr
Box # 01519

OFFERED BY: MS. J. DOMANGUE
SECONDED BY: MR. D. BABIN

RESOLUTION NO. 21-181

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE HOUMA DOWNTOWN DEVELOPMENT CORPORATION ("DDC"), DOWNTOWN BUSINESS ASSOCIATION OF HOUMA, LTD ("DTBA"), TERREBONNE PARISH CONSOLIDATED GOVERNMENT ("TPCG") AND HOSPITAL SERVICE DISTRICT #1 OF THE PARISH OF TERREBONNE ("TGMC") FOR THE PURPOSE OF DEVELOPING AND OPERATING A FARMER'S MARKET AT THE DOWNTOWN MARINA CALLED THE MARKET AT THE MARINA; AND TO PROVIDE FOR RELATED MATTERS THERETO

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

WHEREAS, TPCG, DDC, DTBA and TGMC are working together to develop a healthy farmer's market in close proximity to TGMC's campus, at the Downtown Marina, for a public purpose that meets the healthy lifestyle needs of all of the citizens of the Parish of Terrebonne; and

WHEREAS, TPCG, DDC, DTBA and TGMC envision the Market at the Marina encouraging healthier lifestyles through physical activity and healthy food options for the citizens of Terrebonne Parish; and

WHEREAS, The Market at the Marina, in accordance with the initial plan or proposal, will be open on the first Saturday of every month from 8:00 AM to 12:00 PM, and it will provide a source of fresh fruits, vegetables, and local goods to Terrebonne Parish Residents; and

WHEREAS, Entering into this cooperative endeavor agreement for the public purpose of promoting the general health of the community; and

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, be authorized to execute the Cooperative Endeavor Agreement by and between the Houma Downtown Development Corporation ("DDC"), Downtown Business Association of Houma, LTD ("DTBA"), Terrebonne Parish Consolidated Government ("TPCG") and Hospital Service District #1 of the Parish of Terrebonne ("TGMC") for the developing and operating a Farmer's Market at the Downtown Marina called the Market at the Marina.

THERE WAS RECORDED:

YEAS: D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, C. Harding, G. Michel, J. Amedée and J. Domangue.

NAYS: None.

NOT VOTING: None.

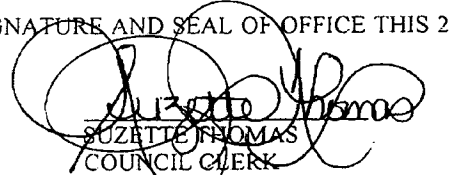
ABSTAINING: None.

ABSENT: None.

The Chairman declared the resolution adopted on this the 26th day of April 2021.

I, SUZETTE THOMAS, 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 April 26, 2021 and subsequently ratified by the Assembled Council in Regular Session on April 28, 2021 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 29th DAY OF APRIL 2021.



SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Permit

2021-91565

Permit Number

8026 Main Street, Suite 100, Houma, LA 70360
Phone (985) 873-6569 Fax (985) 580-8141



Permit Type Public Property Use		Issue Date 04/22/2021	
Project Address 8228 PARK AV, HOUMA, LA 70364			
Project Name Market at the Marina Farmers Market			
Project Description Public Property Use			
Owner's Name Downtown Business Association of Houma, LTD - Anne Picou		Mobile # 985-873-6408	Work #
Contractor's Name Downtown Business Association of Houma, LTD Anne Picou 317 Goode Street Houma LA 70360		Mobile # 985-873-6408	Work #
Square Feet 0.00	Construction Cost 0.00	Stories	
Zoning C2 (General Commercial)	Permitted Use Other	Parking Requirements	
Flood Zone	Parcel No.	Base Flood Elevation	Elevation Certificate Req. No
Jurisdictional Notes and Comments			
First Saturday of each month starting May 1, June 5, July 3, August 7, September 4, October 2, November 6th, and December 4th, 2021. 7am setup and 12pm teardown, cleanup and leave by 1pm.			

Signature of Permit Official

APPROVED

APR 22 2021

TPOG
Planning/Regulatory Permits

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
INDEMNIFICATION AGREEMENT

I Leo Leder agree to defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, all parish departments, agencies, boards and commissions, its officers, agents, servants, employees and agents including volunteers (hereinafter referred to as "TPCG"), from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of Downtown Business Association of Houma, LTD its agents, servants, employees, or assigns and all costs, expenses and/or attorney's fees incurred by TPCG as a result of any such claim, demands, and/or causes of action; except that the indemnity provided in this agreement shall not apply to any liability resulting from the sole negligence of TPCG, and in the event of joint and concurrent negligence of both Downtown Business Association of Houma, LTD and TPCG, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to TPCG under Louisiana law and without waiving any defenses of the parties hereto; and, Downtown Business Association of Houma, LTD further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit, at its sole expense, even if (the claim, etc.) is groundless, false, or fraudulent; this indemnification shall not apply to any strict liability of TPCG.

Accepted By

LEO C. LEDER, JR

Applicant Name

[Signature]
Applicant Signature

5/12/12
Date

Accepted By

[Signature]
TPCG Risk Manager

5/13/12



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LEDET CORP 209 GOODE ST HOUMA, LA 70360-3401 (985) 872-4577		CONTACT NAME: PHONE (A/C, No, Ext): (985) 872-4577 FAX (A/C, No): (985) 872-9411 E-MAIL ADDRESS:	
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS Downtown Business Association Of Houma, LTD 317 GOODE ST HOUMA, LA 70360		INSURER(S) AFFORDING COVERAGE INSURER A: United States Fire Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER: USS455166		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	AUCL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SRPGAPML-101 0720	04/03/2021 12:01 AM 12/05/2021 12:01 AM	GENERAL AGGREGATE \$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					PRODUCTS - COMPIOP AGG \$2,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					PERSONAL & ADV INJURY \$1,000,000.00
						EACH OCCURRENCE \$1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER					FIRE DAMAGE (Any one fire) \$300,000.00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					MED EXP (Any one person) \$5,000.00
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRE AUTO					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DCD					EACH OCCURRENCE \$0.00
	RETENTION \$					GENERAL AGGREGATE \$0.00
						EACH OCCURRENCE \$
						GENERAL AGGREGATE \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Farmers Market & White Bean Cookoff Event The Certificate Holder is added as an additional Insured but only with respect to liability arising out of the named insured during the policy period. Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage						

CERTIFICATE HOLDER Terrebonne Parish Consolidated Government 8026 Main Street, Suite 520 Houma, LA 70360	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ledet Insurance
--	---

91841 White Boat
91565 Farmers Market

DATE (MM/DD/YYYY)
2/16/2021

AGENCY Ladet Corp		CARRIER United States Fire Insurance Company	NAIC CODE 21113
POLICY NUMBER SRGPAPML-101-0720/US\$455166	EFFECTIVE DATE 04/03/2021 12:01 AM	NAMED INSURED(S) Downtown Business Association Of Houma, LTD	

ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER		LOSS PAYEE MORTGAGEE OWNER REGISTRANT TRUSTEE	NAME AND ADDRESS RANK: EVIDENCE: CERTIFICATE POLICY SEND BILL				INTEREST IN ITEM NUMBER	
Terrebonne Parish Consolidated Government 8026 Main Street, Suite 520 Houma, LA 70360			REFERENCE / LOAN #: LIEN AMOUNT:		INTEREST END DATE: PHONE (A/C, No, Ex): E-MAIL ADDRESS:		LOCATION: BUILDING: VEHICLE: BOAT: AIRCRAFT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
REASON FOR INTEREST:			PHONE (A/C, No, Ex):		FAX (A/C, No):			

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER		LOSS PAYEE MORTGAGEE OWNER REGISTRANT TRUSTEE	NAME AND ADDRESS RANK: EVIDENCE: CERTIFICATE POLICY SEND BILL				INTEREST IN ITEM NUMBER	
Terrebonne General 8166 Main St Houma, LA 70360			REFERENCE / LOAN #: LIEN AMOUNT:		INTEREST END DATE: PHONE (A/C, No, Ex): E-MAIL ADDRESS:		LOCATION: BUILDING: VEHICLE: BOAT: AIRCRAFT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
REASON FOR INTEREST:			PHONE (A/C, No, Ex):		FAX (A/C, No):			

The above are added as additional Insured but only with respect to liability arising out of operations of the named insured during the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO DESIGNATED
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:
Project: Limitation of Coverage Endorsement is Used for the Following Event Dates: Farmers Market On: 5/1/21, 5/3/21, 6/5/21, 7/3/21, 8/7/21, 9/4/21, 10/2/21, 11/6/21, 12/4/21, White Bean Cookoff: 4/17/21, White boot stroll: 5/15/21, Concert in the street: 5/22/21 With Respects to certificate number USS455166

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

FRANCIS L. DEAN & ASSOCIATES, INC.
12800 UNIVERSITY DRIVE SUITE 125
FORT MYERS, FL 33907
800-745-2409
630-665-7011
FAX 630-665-7294
WWW.FDEAN.COM

INSURANCE COMPANY: United States Fire Insurance Company
POLICY NUMBER: USS455166
POLICYHOLDER: Downtown Business Association Of Houma, LTD
EFFECTIVE DATE OF CHANGE: 05/15/2021 12:01 AM Standard Time at the address of the Policyholder.

The following change(s) has been made to the policy listed above:

The following events are added to the policy:

White Boot Stroll
5-15-21
500 attendees

Concert in the street
5-22-21
500 attendees

Additional premium: \$406.00

Date Issued: 5/5/2021



Monday, May 24, 2021

Item Title:

Creating a 25 MPH speed zone

Item Summary:

Introduce an ordinance to amend the Parish Code of Terrebonne Parish by adding to Chapter 18: Motor Vehicles and Traffic, Article IV: Operation of Vehicles, Division 2: Parish, and to amend Section 18-91 2, Twenty-five (25) miles per hour, along Country Drive from Nate Lane to 4408 Country Drive; to provide for the installation of said signs; **TO AMEND ORDINANCE NO. 8645 TO CHANGE THE NAME OF BELANGER STREET TO NATE LANE AS PREVIOUSLY ADOPTED IN ORDINANCE NO. 6445** to provide for other matters relative thereto; and call a public hearing on said matter on Wednesday, June 9, 2021 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/21/2021	Executive Summary
Ordinance	5/21/2021	Ordinance



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Creating a 25 MPH speed zone

PROJECT SUMMARY (200 WORDS OR LESS)
Introduce an ordinance to amend the Parish Code of Terrebonne Parish by adding to Chapter 18: Motor Vehicles and Traffic, Article IV: Operation of Vehicles, Division 2: Parish, and to amend Section 18-91 2, Twenty-five (25) miles per hour, on Country Drive from Nate Lane to 4408 Country Drive; to provide for the installation of said signs; to amend Ordinance No. 8645 to change the name of Belanger Street to Nate Lane as previously adopted in Ordinance No. 6445; to provide for other matters relative thereto; and call a public hearing on said matter on Wednesday, June 9, 2021 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 PROJECTALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
YES	IF YES AMOUNT BUDGETED:

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

Councilman Steve Trosclair

05/20/2021

Signature

Date

OFFERED BY: ??????
SECONDED BY: ?????

ORDINANCE NO. ??????

AN ORDINANCE TO AMEND THE PARISH CODE OF TERREBONNE PARISH BY ADDING TO CHAPTER 18: MOTOR VEHICLES AND TRAFFIC, ARTICLE IV: OPERATION OF VEHICLES, DIVISION 2: PARISH, AND TO AMEND SECTION 18-91 (2) TO ESTABLISH A TWENTY-FIVE (25) MILES PER HOUR SPEED LIMIT ALONG COUNTRY DRIVE FROM NATE LANE TO 4408 COUNTRY DRIVE, TO PROVIDE FOR THE INSTALLATION OF SAID SIGNS; **TO AMEND ORDINANCE NO. 8645 TO CHANGE THE NAME OF BELANGER STREET TO NATE LANE AS PREVIOUSLY ADOPTED IN ORDINANCE NO. 6445** AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED, by the Terrebonne Parish Council, in regular session convened and on behalf of the Terrebonne Parish Consolidated Government, that the Parish Code of Terrebonne Parish be amended by adding to Chapter 18: Motor Vehicles and Traffic, Article IV: Operation of Vehicles, Division 2: Parish, and to amend Section 18-91 2, Twenty-five (25) miles per hour, on Country Drive from Nate Lane to 4408 Country Drive.

CHAPTER 18: MOTOR VEHICLES AND TRAFFIC

ARTICLE IV: OPERATION OF VEHICLES

DIVISON 2: PARISH

SECTION 18-91: SPEED LIMITS

(2) TWENTY-FIVE (25) MILES PER HOUR ON THE FOLLOWING STREETS:

COUNTRY DRIVE FROM NATE LANE TO 4408 COUNTRY DRIVE

The speed limit on Country Drive, from Nate Lane to 4408 Country Drive, is hereby extended as a 25 mph speed limit zone; and appropriate speed limit signs shall be erected and maintained along the said roadway. Any vehicles traveling on Country Drive, from Nate Lane to 4408 Country Drive, shall respect the signs erected and maintained under the provisions of this section.

SECTION II

Amending Ordinance No. 8645 to correct the clerical error to reflect the name change of Belanger Street to Nate Lane.

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

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

SECTION V

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: None.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 26th day of May 2021.

DARRIN W. GUIDRY, SR., CHAIRMAN
TERREBONNE PARISH COUNCIL

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

Approved _____ Vetoed _____

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, SUZETTE THOMAS, 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 May 26, 2015, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY
OF MAY 2021.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, May 24, 2021

Item Title:

Creating the "North Terrebonne Recreation District"

Item Summary:

Introduce an ordinance to create the "North Terrebonne Recreation District"; define the boundaries and the governing authority thereof in accordance with LA. R.S. 33:4562 et seq regarding recreation districts, creation by parishes; corporate status, powers, and domicile; providing for other matters in connection with the foregoing; and call a public hearing on said matter on Wednesday, June 9, 2021 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/20/2021	Executive Summary
North Terrebonne Recreation District	5/21/2021	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

An Ordinance creating the “North Terrebonne Recreation District”

PROJECT SUMMARY (200 WORDS OR LESS)

Creating the “North Terrebonne Recreation District” and setting the boundaries and governing authority

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See above

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

s/Kandace M. Mauldin, CFO

Signature

5/20/2021

Date

PARISH OF TERREBONNE, STATE OF LOUISIANA

The following ordinance, having been previously introduced on **May 24, 2021**, a notice of introduction having been published on May ___, 2021, and a public hearing held thereon on **June 9, 2021**, was offered for final adoption by _____ and seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE CREATING THE "NORTH TERREBONNE RECREATION DISTRICT;" DEFINING THE BOUNDARIES AND THE GOVERNING AUTHORITY THEREOF; IN ACCORDANCE WITH LA. R.S. 33:4562 ET SEQ REGARDING RECREATION DISTRICTS, CREATION BY PARISHES; CORPORATE STATUS, POWERS AND DOMICILE, AND PROVIDING FOR OTHER MATTERS IN CONNECTION WITH THE FOREGOING.

WHEREAS, Louisiana Constitutional Article VI §19 and La. R.S. 33:4562 et seq (collectively, the "**Act**") authorizes and empowers any parish in the state upon its own initiative to form and create a recreation district and said district shall constitute a body corporate and shall have the power and right to incur debts and enter into contracts and to do and perform any and all acts in its corporate name which are necessary or proper for carrying out the objects and purposes for which the recreation district is created; and

WHEREAS, the Parish of Terrebonne, State of Louisiana (the "**Parish**"), acting through the Terrebonne Parish Council (the "**Council**"), acting as its governing authority of the Parish, desires to avail itself of the Act to create a recreation district for the object and purpose of owning and operating playgrounds and other facilities; or generally to engage in activities which would promote recreation and related activity designed to encourage recreation and promote the general health and well being of youths; and

NOW THEREFORE, BE IT HEREBY ORDAINED by the Terrebonne Parish Council, State of Louisiana, acting as the governing authority of the Parish of Terrebonne, State of Louisiana, that:

SECTION 1. All of the above "Whereas" clauses are adopted as part of this ordinance.

SECTION 2. Creation of District. Under the authority of the Article there is hereby created a recreation district within the Parish, to be named the "North Terrebonne Recreation District, Parish of Terrebonne, State of Louisiana," having the geographical boundaries set forth in **Exhibit A** attached hereto that is hereby incorporated in and made a part of this Ordinance, all pursuant to the Act.

SECTION 3. Governing Authority and Power. The Council herein appoints all members of the Council to serve in the limited capacity as the interim governing authority of the District.

SECTION 4. Termination of District. If the registered voters within the boundaries of each of Terrebonne Recreation District No. 1, No. 2-3, No. 8 and No. 9 fail to approve *ad valorem* taxes for the purpose of providing financial support of the operation and capital improvements for the District on or before December 31, 2021, the District created herein shall terminate by operation of law and sunset on December 31, 2021 without any further action by the Council or the governing authority of the District.

SECTION 5. Authorization of Officers. The Chairman and the Council Clerk the Governing Authority are hereby authorized, empowered and directed to do any and all things necessary and incidental to carry out the provisions of this ordinance.

SECTION 6. Severability. If any provision of this ordinance shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this ordinance, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this ordinance which validates or makes legal any provision of this ordinance which would not otherwise be valid or legal, shall be deemed to apply to this ordinance.

SECTION 7. Conflicts. All ordinances or resolution, or parts thereof, in conflict herewith are hereby repealed.

SECTION 8. Publication; Effective Date. This ordinance shall be published one time in the official journal of the Parish as soon as practical and shall become effective immediately or at the earliest possible date provided by law.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

This resolution having been submitted to a vote, the vote thereon was as follows:

Member	District	Yea	Nay	Absent	Abstaining
JOHN NAVY	1				
CARL "CARLEE" HARDING	2				
MICHEL, GERALD	3				
JOHN AMEDÉE	4				
JESSICA DOMINGUE	5				
DARRIN GUIDRY (CHAIRMAN)	6				
DANIEL "DANNY" BABIN (VICE-CHAIRMAN)	7				
DIRK GUIDRY	8				
STEVE TROSCLAIR	9				

And the resolution was declared adopted on **June 9, 2021**.

**TERREBONNE PARISH COUNCIL
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
STATE OF LOUISIANA**

**DARRIN GUIDRY
CHAIRMAN**

**SUZETTE THOMAS
COUNCIL CLERK**

EXHIBIT A
to ORDINANCE NORTH TERREBONNE RECREATION DISTRICT

BOUNDARIES AND MAP OF
NORTH TERREBONNE RECREATION DISTRICT

All of the area within the boundaries of the following political subdivisions:

Recreation District No. 1 of the Parish of Terrebonne, State of Louisiana shall embrace all of that territory within police jury ward no. 1 as constituted on October 14, 1959, and shall include the following area:

Beginning at the intersection of the southeast corner of Police Jury Ward #1, the northernmost corner of Police Jury Ward #3, and the Terrebonne Parish/Lafourche Parish boundary line; thence in a southwesterly direction along the common line of Police Jury Ward #1 and Police Jury Ward #3 line to its intersection with a straight line extension of Section 9, Township 16, Range 17 and Section 10, Township 16, Range 17; thence in a northeasterly direction to its intersection with Saint Louis Canal Road; thence southeasterly and south direction to its intersection with the Six Foot Ditch (also the City Limits); thence in an easterly direction along the City Limits boundary to its intersection with Recreation District 3A; thence in an easterly direction along the northern boundary of Recreation District 3A to its intersection with Police Jury Ward #3 and Police Jury Ward #5 line; thence along the common Police Jury Ward #3 and Police Jury Ward #5 line to its intersection with the Terrebonne Parish/Lafourche Parish boundary line; thence along the Terrebonne Parish/Lafourche Parish boundary line to the point of beginning.

Recreation District No. 2,3 of the Parish of Terrebonne, State of Louisiana shall begin at the point of intersection of the east line of Section 31, Township 17 South, Range 17 East with the center line of Bayou Cane; thence proceed in a northeasterly direction along Bayou Cane to its intersection with Bayou Terrebonne; thence southeasterly along Bayou Terrebonne to its intersection with the south line of Section 1, Township 17, Range 17, thence northwesterly along a line congruent with the south line of Section 1, Township 17, Range 17 to its intersection with the Saint Louis Canal Road; thence southeast and south along the Saint Louis Canal Road and its extension to the intersection with the Six Foot Ditch, thence west along the Six Foot Ditch to its intersection with the Saint Louis Canal; thence southwesterly along the Saint Louis Canal to its intersection with Bayou Terrebonne; thence northwesterly along Bayou Terrebonne to its intersection with Saint Charles Street; thence southwesterly along Saint Charles Street to its intersection with the north line of [Section 101](#), Township 17, Range 17; thence in a southeasterly direction along the north line of said [Section 101](#) to the point common to Sections 5, 6 and [101](#), Township 17 South, Range 17 East; thence in a southeasterly direction along the southwest line of Section 6, Township 17 South, Range 17 East to the point of intersection with the center line of Levron Street; thence in a southerly direction along a line congruent with the center line of Levron Street in the Madison Park Subdivision (see Plat recorded in COB "156," folio 169) to the point of intersection with the center line of the railroad track of the Houma Branch Line of the Southern Pacific Company; thence in a northeasterly direction along the center line of said railroad track of the Houma Branch Line to the point of intersection with the center line of the Ashland Plantation Spur Track of the Southern Pacific Company; thence in an easterly direction along the center line of said Ashland Plantation Spur Track to the west side of the William Franklin Subdivision (see Plat recorded in COB "93," folio 225); thence in a southerly direction along the west side of said William Franklin Subdivision to the southwest corner thereof; thence in an easterly direction along the south side of the William Franklin Subdivision to the point of intersection with the west side of the Barataria Canal; thence in a southerly direction along the west side of said Barataria Canal to the point of intersection with the center line of Bayou Black; thence, commencing in a southeasterly direction, proceed along the center line of Bayou Black until a point opposite the center line of the old Bayou Dularge Road is reached; thence, in a northwesterly direction along a straight line through [Section 103](#), Township 17 South, Range 17 East to the point common to Sections 76, [102](#) and [103](#), Township 17 South, Range 17 East; thence in a southwesterly direction along the south line of

Sections 76, 75, 74, 82, 83, 84, 85, 86 and 87, Township 17 South, Range 17 East to the point of intersection with the dividing line between Ranges 16 and 17 East; thence in a northerly direction along said dividing line between Ranges 16 and 17 East to the northeast corner of Section 1, Township 17 South, Range 16 East; thence, commencing in a westerly direction, proceed along the rear or north line of the sections of land fronting on the right descending or north bank of Bayou Black designated as Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Township 17 South, Range 16 East to the point of intersection with the east line of [Section 24](#), Township 17 South, Range 16 East; thence in a northerly direction along the east line of [Section 24](#), Township 17 South, Range 16 East to the point of intersection with the dividing line between Townships 16 and 17 South; thence in a westerly direction along said dividing line between Townships 16 and 17 South to the point of intersection with the center line of [Section 108](#), Township 16 South, Range 15 East; thence in a northerly direction along the center line of Sections [108](#) and [107](#), Township 16 South, Range 15 East to the southwest corner of Section 66, Township 16 South, Range 15 East; thence in a northerly direction along the west line of Section 66, Township 16 South, Range 15 East to the southeast corner of [Section 106](#), Township 16 South, Range 15 East, which point is the northwest corner of the Bull Run Plantation; thence on a bearing of North 71 degrees East to the point of intersection with the center line of Bayou Chacahoula (see Plat recorded in COB "S," folio 285); thence in a northwesterly direction along the center line of Bayou Chacahoula to the point of intersection with the dividing line between Ranges 15 and 16 East; thence in a northerly direction along said dividing line between Ranges 15 and 16 East to the southwest corner of Section 46, Township 16 South, Range 16 East; thence in an easterly direction along the south line of Sections 46 and 45, Township 16 South, Range 16 East to the southeast corner of Section 45, Township 16 South, Range 16 East; thence in a northerly direction along the east line of said Section 45 to the point of intersection with a prolongation southwesterly of the south line of Lot 54 of the Subdivision of Terrebonne Project La-12 Wabun (South of So. Pac. R.R.), St. George and Isle of Cuba Plantations (see Plat recorded in COB "184," folio 225); thence in a northeasterly direction along a line congruent with the south line of Lot 54 of said Subdivision to the southeast corner of said Lot; thence in a northerly direction along the east line of Lots 54 and 53 of said Subdivision to the point of intersection with the south line of Lot 40 of said Subdivision; thence in a northeasterly direction along the south line of Lot 40 of said Subdivision to the point of intersection with the center line of the railroad track of the Houma Branch Line of the Southern Pacific Company; thence in a southerly direction along the center line of said track of the Houma Branch Line to the point of intersection with the north line of Section 9, Township 16 South, Range 16 East; thence in a northeasterly direction along the north line of Section 9, Township 16 South, Range 16 East and Section 134, Township 15 South, Range 16 East to the most northerly point of said Section 134; thence in a southeasterly direction along the east line of Section 134, Township 15 South, Range 16 East to the point of intersection with the dividing line between Townships 15 and 16 South; thence, commencing in a southeasterly direction, proceed along the rear or east line of the sections of land fronting on the left descending bank of Little Bayou Black designated as Sections 9, 10, 11, 12, 13, 14 and 15, Township 16 South, Range 16 East to the point of intersection with the dividing line between Townships 16 and 17 South; thence in an easterly direction along said dividing line between Townships 16 and 17 South to the northeast corner of Section 31, Township 17 South, Range 17 East; thence in a southerly direction along the east line of said Section 31 to the point of intersection with the center line of Bayou Cane, which is the point of beginning.

Recreation District No. 8 of the Parish of Terrebonne, State of Louisiana shall comprise and embrace all of that territory within police jury ward no. 8 as constituted on March 8, 1967.

Recreation District No. 9 of the Parish of Terrebonne, State of Louisiana, shall comprise and embrace all of that territory within police jury ward no. 9 lying outside of and within the corporate limits of the City of Houma, Louisiana, as both are constituted on February 25, 1976.