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## TERREBONNE PARISH COUNCIL

### PUBLIC SERVICES COMMITTEE

Mr. Dirk Guidry	Chairman
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

January 24, 2022  
5:45 PM

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

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**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. **RESOLUTION:** Authorizing the signing of an agreement with the firm of Lofton Industrial Services, LLC to provide personnel staffing for the Solid Waste and Vegetation Department.
2. **RESOLUTION:** Authorizing the execution of Change Order No. 2 (Balancing) to the Construction Agreement for Parish Project No. 20-SW-28; Ashland Landfill Road Extension Project, Terrebonne Parish, Louisiana.
3. **RESOLUTION:** Authorizing the signing of an agreement with the Natural Resource Conservation Service (NRCS) for Bayou Terrebonne Debris Removal.

4. **RESOLUTION:** Providing for the acceptance of work performed by M.R. Pittman Group, LLC, in accordance with the Certificate of Substantial Completion for Parish Project 16-DRA-26, Chacahoula-Gibson Drainage (Hanson Canal Pump Station) Project, Terrebonne Parish, Louisiana.
5. **RESOLUTION:** Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 16-DRA-67, Lower Little Caillou Drainage Pump Station Replacement (D-04), Terrebonne Parish, Louisiana.
6. **RESOLUTION:** Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 15-BLDG-62, FP&C No. 50-J55-14-01, Le Petit Theatre de Terrebonne Renovations, Terrebonne Parish, Louisiana.
7. Adjourn

Category Number:  
Item Number:



Monday, January 24, 2022

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Monday, January 24, 2022

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Monday, January 24, 2022

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**Item Title:**

Solid Waste and Vegetation Personnel Staffing

**Item Summary:**

**RESOLUTION:** Authorizing the signing of an agreement with the firm of Lofton Industrial Services, LLC to provide personnel staffing for the Solid Waste and Vegetation Department.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Solid Waste and Vegetation Personnel Staffing	1/14/2022	Executive Summary
Solid Waste and Vegetation Personnel Staffing	1/14/2022	Resolution



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Solid Waste/Vegetation Personnel Staffing

PROJECT SUMMARY (200 WORDS OR LESS)
Authorize Solid Waste and Vegetation Department to continue using Lofton Industrial Services, LLC for personnel staffing.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Provide for personnel staffing at a lesser cost than full time parish employees.

TOTAL EXPENDITURE		
\$300,000		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
ACTUAL	<div>ESTIMATED</div>	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<div>YES</div>
IF YES AMOUNT BUDGETED:		\$300,000

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

\_\_\_\_\_  
Clay Naquin  
  
Signature

\_\_\_\_\_  
1/13/2022  
  
Date

OFFERED BY:  
SECONDED BY:

**RESOLUTION NO.**

**A Resolution authorizing the signing of an agreement with the firm of Lofton Industrial Services, LLC to provide personnel staffing for the Solid Waste and Vegetation Department.**

WHEREAS, Lofton Industrial Services, LLC has provided personnel staffing for the Solid Waste and Vegetation Department over the past several years, and

WHEREAS, the Solid Waste and Vegetation Department as determined that by using Lofton Industrial Services, LLC personnel staffing it is cost savings to TPCG, and

WHEREAS, the Solid Waste and Vegetation Department, intends to continue the use of Lofton Industrial Services, LLC personnel staffing, and

WHEREAS, Lofton Industrial Services, LLC personnel is used to staff the Ashland, Crochetville, and Schriever Residential Drop Off-sites, clerical support, grapple truck helpers, litter control, and Vegetation helpers, and

WHEREAS, Lofton Industrial Services, LLC personnel staffing are vital to the day to day operations of the Solid Waste and Vegetation Department, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of Terrebonne Parish Consolidated Government, that the professional services from Lofton Industrial Services, 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 documents associated therewith.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The chairman declared the resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Category Number:  
Item Number: 2.



Monday, January 24, 2022

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**Item Title:**

Ashland Landfill Road Extension

**Item Summary:**

**RESOLUTION:** Authorizing the execution of Change Order No. 2 (Balancing) to the Construction Agreement for Parish Project No. 20-SW-28; Ashland Landfill Road Extension Project, Terrebonne Parish, Louisiana.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Ashland Landfill Road Extension	1/14/2022	Executive Summary
Ashland Landfill Road Extension	1/14/2022	Resolution
Ashland Landfill Road Extension	1/14/2022	Backup Material





**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ashland Landfill Road Extension Project No. 20-SW-28

PROJECT SUMMARY (200 WORDS OR LESS)
Balancing for the Construction Agreement

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
To improve roadway for the use of parish boat launch and parish property

TOTAL EXPENDITURE	
\$1,337,012.30	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
ACTUAL	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
YES	IF YES AMOUNT BUDGETED:
	\$1,429,227

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

Clay Naquin

Signature

1/14/2022

Date

**OFFERED BY:**  
**SECONDED BY:**

**RESOLUTION NO.** \_\_\_\_\_

A resolution authorizing the execution of Change Order No. 2 (Balancing) to the Construction Agreement for Parish Project No. 20-SW-28; Ashland Landfill Road Extension Project, Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated April 28, 2021, with LA Contracting Enterprise LLC., for the Ashland Landfill Road Extension Project, Parish Project No. 20-SW-28, Terrebonne Parish, Louisiana, and

**WHEREAS**, it is necessary to adjust and balance contract quantities with installed quantities, and

**WHEREAS**, this change order will decrease the contract by \$6,710.40, and

**WHEREAS**, this Change Order No. 2 has been recommended by the ENGINEER for this project , GIS Engineering, LLC.

**NOW, THEREFORE, BE IT RESOLVED** that the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon Dove of Change Order No. 2 to the construction agreement with, with LA Contracting Enterprise, LLC., for Ashland Landfill Road Extension Project No. 20-SW-28 for a decrease of Six Thousand Seven Hundred Ten Dollars and Forty Cents (\$6,710.40) to the original contract amount, 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:**

**ABSTAINING:**

**NOT VOTING:**

**ABSENT:**

The Chairman declared the resolution adopted on this \_\_\_\_ day of \_\_\_\_\_, 2022.

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**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 \_\_\_\_\_,2022, and subsequently ratified by the Assembled Council in Regular Session on \_\_\_\_\_,2022, at which meeting a quorum was present.**

**GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
SUZETTE THOMAS, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL



**ENGINEERING** LLC

**Coastal Design & Infrastructure**

187 Elysian Dr.

Houma, LA 70363

P: (985) 219-1000 F: (985) 475-7014

www.giseng.com

January 12, 2022

Terrebonne Parish Consolidated Government  
337 Ashland Landfill Rd.  
Houma, LA 70363

**Attention:** Mr. Clay Naquin, Solid Waste Administrator

**Subject:** Balancing Change Order No. 2

**Reference:** Ashland Landfill Road Extension Project  
Parish Project No.20-SW-28  
GIS Project No. 39130-1247/1248

Mr. Naquin,

Enclosed please find four (4) Originals of Balancing Change Order No. 2 for the above referenced project. The purpose of this Balancing Change Order is to balance the final Bid Item quantities due to the completion of all Work.

Upon review and approval of the Terrebonne Parish Council, please execute and retain one (1) copy for your records, record one (1) copy with the Terrebonne Parish Clerk of Court office, and return the remaining copies to GIS. Upon receipt of the fully executed Change Order we will distribute a copy to the Contractor.

If you should have any questions or require any additional information, please contact me at (985) 219-1000.

**Christopher L. Jeanice, P.E.**  
Director of Operations - Houma  
Coastal Design & Infrastructure  
GIS Engineering, LLC

Enclosures

Cc: Jacob Loeske - GIS  
Christian Malbrough - GIS  
Joe Chauvin - GIS



Terrebonne Parish Consolidated Government  
Ashland Landfill Road Extension Project  
TPCG Project No. 20-SW-28  
GIS Project No. 39130-1247/1248



CHANGE ORDER NO. 2

**OWNER:**

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

**DATE OF ISSUANCE:**

January 12, 2022

**ENGINEER:**

GIS Engineering, LLC  
197 Elysian Drive  
Houma, Louisiana 70363

**ENGINEER'S PROJECT NO.**

39130-1247/1248

**CONTRACTOR:**

LA Contracting Enterprise, LLC  
P. O. Box 5178  
Thibodaux, LA 70302

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

**Purpose of Change Order:**

The purpose of this Balancing Change Order is to balance the final Bid Item quantities due to completion of all Work.

**Description:**

The following items will be reduced to balance the actual quantities installed as work specified under this Contract:

Item No.19 - Plastic Pavement Striping (Broken Line) (4" Width) (Thermoplastic 90 MIL).

Item No.CO1-3 - Fabrication and Installation of 6" Steel Bollards Painted Yellow with Concrete Filled and Capped.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price

\$ 1,009,640.70

Previous Change Orders No. 1

\$ 54,397.00

Contract Price Prior to this Change Order

\$ 1,064,037.70

Net Increase of this Change Order

\$ (6,710.40)

Contract Price with all approved Change Orders

\$ 1,057,327.30

**CHANGE IN CONTRACT TIME:**

Original Contract Time

90 Calendar Days

Days or Date

Net Change from previous Change Orders

60 Days

Days

Contract Time Prior to this Change Order

150 Calendar Days

Days or Date

Net Increase of this Change Order

0 Days

Date

Contract Time with all approved Change Orders

150 Calendar Days

Days or Date

**RECOMMENDED:**

By:

*Chris Jaramila*  
GIS ENGINEERING, LLC

Date:

01/12/2022

**APPROVED:**

By:

TPCG

Date:

**APPROVED:**

By:

*[Signature]*  
LA CONTRACTING ENTERPRISE, LLC

Date:

1/12/2022



**Terrebonne Parish Consolidated Government**  
**Ashland Landfill Road Extension Project**  
 TPCG Project No. 20-SW-28  
 GIS Project No. 39130-1247/1248

**Change Order No. 2**  
**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
732-03-02000	Plastic Pavement Striping (Broken Line) (4" Width) (Thermoplastic 90 MIL)	MILE	\$3,200.00	1.222	\$3,910.40	(1.22)	(3,910.40)	0	\$0.00
CO1-3	Fabrication & Installation of 6" Steel Bollards Painted Yellow with Concrete Filled and Capped	EA	\$350.00	28	\$9,800.00	(8.00)	(2,800.00)	20	\$7,000.00
Net Change in Contract Value							(6,710.40)		

Category Number:  
Item Number: 3.



Monday, January 24, 2022

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**Item Title:**

Bayou Terrebonne Debris Removal

**Item Summary:**

**RESOLUTION:** Authorizing the signing of an agreement with the Natural Resource Conservation Service (NRCS) for Bayou Terrebonne Debris Removal.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	1/19/2022	Executive Summary
Resolution	1/19/2022	Resolution
Backup	1/19/2022	Backup Material
Backup	1/19/2022	Backup Material

## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

# PROJECT TITLE

# Bayou Terrebonne Debris Removal from Hurricane Ida

### PROJECT SUMMARY (200 WORDS OR LESS)

To authorize execution of an agreement with NRCS (Natural Resource Conservation District) through the EWP Program (Emergency Watershed Protection) for the Financial and Technical Assistance associated with removing debris from Bayou Terrebonne.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

## Bayou Terrebonne Debris Removal due to Hurricane Ida

## TOTAL EXPENDITURE

10% of the Construction Cost (estimated to be \$149,079)

**AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)**

**ACTUAL**

**ESTIMATED**

**IS PROJECTALREADY BUDGETED: (CIRCLE ONE)**

N/A

NO

**YES**

**IF YES AMOUNT  
BUDGETED:**

1/19/2022

Jeanne P Bray /s/

Signature

Date

PARISHWIDE

1

2

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OFFERED BY:  
SECONDED BY:

**RESOLUTION NO.**

A resolution authorizing the signing of an agreement with the Natural Resource Conservation Service (NRCS) for **Bayou Terrebonne Debris Removal**.

**WHEREAS**, Hurricane Ida occurred on August 29<sup>th</sup>, 2021 and was classified as a Category 4 Hurricane, and

**WHEREAS**, Hurricane Ida caused substantial damage to Terrebonne and surrounding Parishes of South Louisiana, and

**WHEREAS**, the United States Department of Agriculture, Natural Resources Conservation Service, has an Emergency Watershed Protection Program, and

**WHEREAS**, the program allows NRCS to assist Terrebonne Parish with debris removal from certain waterways, and

**WHEREAS**, the Terrebonne Parish Consolidated Government is desirous of removing the debris from Bayou Terrebonne that was caused by Hurricane Ida, and

**WHEREAS**, this project will be funded on a reimbursement basis with 90% of project costs provided by the NRCS and the Terrebonne Parish Consolidated Government providing 10% of the construction costs, and

**NOW, THEREFORE BE IT FURTHER RESOLVED**, the President of Terrebonne Parish Consolidated Government, be authorized and empowered to sign subsequent agreements and documentation necessary with NRCS for the Bayou Terrebonne Debris Removal Project.

**THERE WAS RECORDED:**  
**YEAS:**  
**NAYS:**  
**NOT VOTING:**  
**ABSENT:**

The Chairman declared the resolution adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\* \* \* \* \*

I, SUZETTE THOMAS, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on \_\_\_\_\_, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
SUZETTE THOMAS, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL



## **Budget Narrative**

### **EWP Bayou Terrebonne, Terrebonne Parish, Louisiana**

The Total Budget is \$1,602,600 this includes:

- \$111,809 (100% NRCS) in engineering and project administration costs for debris removal from drainage channels as identified in the associated DSRs.
- \$1,490,791 in Construction Costs (90% NRCS \$1,341,712 + 10% Sponsor \$149,079) for debris removal from drainage channels as identified in the associated DSRs.

Engineering costs are expenses incurred in formulating the engineering design. These expenses include the direct cost of engineers and other technicians for surveys, investigations, designs, and preparation of plans and specifications for structural and nonstructural measures, including associated vegetative work, and preparation of operation and maintenance plans.

Project administration costs are expenses incurred associated with contract administration and government representatives.

Construction costs are expenses incurred for labor, material, equipment, and services associated with debris removal.

AGREEMENT ID: 600000XXXX  
SPONSOR: Terrebonne Parish Consolidated Government  
PROJECT: EWP – Locally Led FA-TA

## EMERGENCY WATERSHED PROTECTION PROGRAM STATEMENT OF WORK

### PURPOSE

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the “NRCS”, to provide technical and financial assistance to the Terrebonne Parish Consolidated Government, hereinafter referred to as the “Sponsor”, for EWP Project # 5055 in Terrebonne Parish, Louisiana for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

### OBJECTIVES

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

22-06-21-5055-201– Debris removal - \$1,490,791

### BUDGET NARRATIVE

#### A. The estimated costs for the Project:

##### 1. Total Estimated Project Budget: \$1,602,600

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (90% NRCS \$1,341,712 + 10% Sponsor \$149,079): \$1,490,791

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$111,809

NRCS pays up to 90 percent of eligible construction costs, and Sponsor pays 10 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.
3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

AGREEMENT ID: 600000XXXX

SPONSOR: Terrebonne Parish Consolidated Government

PROJECT: EWP – Locally Led FA-TA

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include:
  - a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.
  - b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.
5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

#### RESPONSIBILITIES OF THE PARTIES

##### A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
4. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
6. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

AGREEMENT ID: 600000XXXX  
SPONSOR: Terrebonne Parish Consolidated Government  
PROJECT: EWP – Locally Led FA-TA

Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

7. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
8. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
9. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
10. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
11. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
  - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
  - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
  - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
  - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
12. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
13. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

AGREEMENT ID: 600000XXXX

SPONSOR: Terrebonne Parish Consolidated Government

PROJECT: EWP – Locally Led FA-TA

14. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.
15. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.
16. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.
17. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.
18. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the ezFedgrants system or the designated email box below with a copy to the Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.
  - a. The **required supporting documentation for reimbursement of construction costs** include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.
  - b. The **required supporting documentation for reimbursement of in-kind construction expenses** will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.
  - c. The **required documentation for reimbursement of technical and administrative services** will be invoices and proof of payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.
19. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.
20. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not

AGREEMENT ID: 600000XXXX  
SPONSOR: Terrebonne Parish Consolidated Government  
PROJECT: EWP – Locally Led FA-TA

limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

21. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
22. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
23. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.
24. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.
25. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: [FPAC.BC.GAD@usda.gov](mailto:FPAC.BC.GAD@usda.gov). Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.
26. Submit SF-425 Financial Reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: [FPAC.BC.GAD@usda.gov](mailto:FPAC.BC.GAD@usda.gov). Reports are due 30 calendar days after the reporting period. Please note that financial reporting is based on the calendar year.

AGREEMENT ID: 600000XXXX  
SPONSOR: Terrebonne Parish Consolidated Government  
PROJECT: EWP – Locally Led FA-TA

27. Submit payment requests to ezFedgrants or to the Farm Production and Conservation(FPAC) Grants and Agreements Division via email to: [FPAC.BC.GAD@usda.gov](mailto:FPAC.BC.GAD@usda.gov) on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

C. MUTUALLY AGREED

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

AGREEMENT ID: 600000XXXX

SPONSOR: Terrebonne Parish Consolidated Government

PROJECT: EWP – Locally Led FA-TA

3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. Except for item 4. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.
6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
7. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.
8. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

#### EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.
2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation



AGREEMENT ID: 600000XXXX  
SPONSOR: Terrebonne Parish Consolidated Government  
PROJECT: EWP – Locally Led FA-TA

for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.
5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.
6. Provide construction inspection in accordance with the QAP.
7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

#### RESOURCES REQUIRED:

As stated in this agreement.

#### MILESTONES

Milestones shall include, but not limited to, the following items:

1. Pre-construction conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 14 days of the pre-construction conference.
3. Acquire needed real property rights and permits prior to start of construction.
4. Obtaining permits or documentation of no-permit required.
5. Completing any necessary surveys.
6. Completing draft engineering plans and specifications for NRCS review.
7. Completing final engineering plans and specifications.
8. Completing quality assurance plan.
9. Solicit bids.
10. Award contract within 90 days of agreement execution.



Monday, January 24, 2022

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**Item Title:**

Hanson Canal Pump Station Substantial Completion

**Item Summary:**

**RESOLUTION:** Providing for the acceptance of work performed by M.R. Pittman Group, LLC, in accordance with the Certificate of Substantial Completion for Parish Project 16-DRA-26, Chacahoula-Gibson Drainage (Hanson Canal Pump Station) Project, Terrebonne Parish, Louisiana.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	1/19/2022	Executive Summary
Resolution	1/19/2022	Resolution
Backup	1/19/2022	Backup Material
Backup	1/19/2022	Backup Material
Backup	1/19/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
16-DRA-26	Chacahoula/Gibson Bayou Black Basin

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of a new pump station

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This certificate of Substantial Completion applies to all Work that has been inspected and that the work is substantially completed in accordance with the Contract Documents.

TOTAL EXPENDITURE	
N/A	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
ACTUAL	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
YES	
IF YES AMOUNT BUDGETED:	
N/A	

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

Jeanne P. Bray

1/18/2022

Signature

Date

OFFERED BY:  
SECONDED BY:

## RESOLUTION

A resolution providing for the acceptance of work performed by M.R. Pittman Group, LLC, in accordance with the Certificate of Substantial Completion for Parish Project 16-DRA-26, Chacahoula-Gibson Drainage (Hanson Canal Pump Station) Project, Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated August 10, 2018 with M.R. Pittman Group, LLC, for Parish Project 16-DRA-26, Chacahoula-Gibson Drainage (Hanson Canal Pump Station) Project, Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1564476 of the records of Terrebonne Parish, and

**WHEREAS**, the work performed has been inspected by authorized representatives of the Owner, Engineer, and Contractor and found to be substantially complete, and

**WHEREAS**, the Engineer for this project, GIS Engineering, LLC, recommends the acceptance of the substantial completion, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby accept the work performed, effective as of the date of recording of this resolution, and does authorize and direct the Clerk of Court and Ex-Officio Recorder of Mortgages of Terrebonne Parish to note this acceptance thereof in the margin of the inscription of said contract under Entry No. 1564476 of the Records of Terrebonne Parish, Louisiana, and

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

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be recorded in the office of the Clerk of Court of Terrebonne Parish to commence a 45-day clear lien period, and

**BE IT FURTHER RESOLVED** that the Administration is authorized to make payment of retainage upon the presentation of a Clear Lien Certificate.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The chairman declared the resolution adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\*\*\*\*\*

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 \_\_\_\_\_, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY \_\_\_\_\_, 2022.

\_\_\_\_\_  
SUZETTE THOMAS, CLERK  
TERREBONNE PARISH COUNCIL

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT: **CHACAHOUULA-GIBSON DRAINAGE PROJECT**

PARISH PROJECT NO.: **16-DRA-26**

DATE OF ISSUANCE: **August 17, 2021**

---

OWNER: **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

OWNER'S CONTRACT NO. **16-DRA-26**

CONTRACTOR: **MR PITTMAN GROUP, LLC** ENGINEER: **GIS ENGINEERING, LLC**

This Certificate of Substantial Completion applies to all Work required as per the Contract Documents for the project above referenced.

TO: **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

OWNER

AND TO: **MR PITTMAN GROUP, LLC**

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

**JULY 23, 2021**

DATE OF SUBSTANTIAL COMPLETION

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER: As per Contract Documents

CONTRACTOR: As per Contract Documents

---

The following documents are attached to and made part of this Certificate:

- Punch List
- At the date of Substantial Completion, the item for Automatic Trash Rake System was not functioning as intended. Please see the email dated December 2, 2021 for the three year extended warranty for this item.

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A clear lien period, of no less than forty-five (45) consecutive calendar days, shall commence within twenty-one (21) days from the receipt of the present Certificate, as specified in Paragraph 14.11, Section I General Conditions of the Contract Documents.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

---

Executed by ENGINEER on: \_\_\_\_\_

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_

(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on : \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on: \_\_\_\_\_

\_\_\_\_\_  
OWNER

By: \_\_\_\_\_

(Authorized Signature)

**DATE:** Thursday, July 29, 2021  
**PROJECT:** Chacahoula-Gibson Drainage Project  
**PROJECT NO.:** 39130-1020/1021  
**OWNER:** Terrebonne Parish Consolidated Government  
**CONTRACTOR:** M.R. Pittman Group, LLC  
**ENGINEER:** GIS Engineering, LLC

ITEM #	DESCRIPTION OF ITEM	DESCRIPTION OF COMPLETION/CORRECTION	VALUE*
1	MCC Building - Close up all open penetrations and openings within the building.		\$ 4,000.00
			\$ -
2	MCC Building - Address leak from AC units (both interior units).		\$ 10,000.00
			\$ -
3	MCC Building - Provide keys for all panels.		\$ 500.00
			\$ -
4	MCC Building -Tag all required equipment and panels that are missing Phenolic Tags.		\$ 2,500.00
			\$ -
5	MCC Building -Complete testing of all capacitor banks.		\$ 5,000.00
			\$ -
6	MCC Building -EMIP 1, 2, 3, 4 - Provide schematic for interior panels.		\$ 2,500.00
			\$ -
7	MCC Building -Provide missing ID tags inside of the Integrator Panel.		\$ 2,500.00
			\$ -
8	MCC Building -Install missing cover on lower panel junction box.		\$ 250.00
			\$ -
9	MCC Building -RCP Panel: Install ESD wiring for panel.		\$ 1,500.00
			\$ -
10	MCC Building -Provide and place Phenolic Tag on battery box.		\$ 250.00
			\$ -
11	MCC Building - House Keeping: All panels, gear, equipment, etc. require cleaning prior to demob. Clear all cob webs & dust from building.		\$ 3,500.00
			\$ -
12	MCC Building - Replace damaged analog input card (AMI 0810 (PLC/CT)).		\$ 2,000.00
			\$ -
13	Building and foundation require pressure washing and cleaning.		\$ 2,500.00
			\$ -
14	Extend AC drains towards the side of the building foundation.		\$ 150.00
			\$ -
15	Replace damaged AC unit grill located on west side of building.		\$ 350.00
			\$ -
17	Generator No.1 - Complete operation shore power testing.		\$ 1,500.00
			\$ -
18	Generator No.2 - Complete operation shore power testing.		\$ 1,500.00
			\$ -
19	Generator No.2 - Address Fuel Level Transducer.		\$ 10,000.00
			\$ -
20	Apply touch-up painting to steel sheet pile cap at all locations.		\$ 15,000.00
			\$ -
21	Address Access Box Transducer (fencing) on discharge side.		\$ 1,500.00
			\$ -
22	Address Access Box Transducer (fencing) on suction side.		\$ 1,500.00
			\$ -

23	Address damaged ESD Station No.1.		\$ 750.00
			\$ -
24	Secure all electrical fittings for pump motors.		\$ 1,500.00
			\$ -
25	Electrical Fitting (sump deck): Ensure that all LB boxes are closed.		\$ 650.00
			\$ -
26	Complete Vibration Sensor testing.		\$ 500.00
			\$ -
27	Complete testing of Heaters for each motor.		\$ 500.00
			\$ -
28	Perform project cleanup and housekeeping of entire project site prior to demobilizing.		\$ 2,500.00
			\$ -
29	Address Trash Rake System (System is not functioning as intended).		\$ 150,000.00
			\$ -
30	Provide all as-built drawings, operation manuals (O&M) and all testing information.		\$ 4,500.00
			\$ -
31	Fueling of both generator after testing is complete.		\$ 4,000.00
			\$ -
* Includes an estimated Mobilization and Demobilization fee.			PUNCH LIST NEW TOTAL \$ 233,400.00
			PUNCH LIST ORIGINAL TOTAL \$ 233,400.00
			RETAINAGE WITHHELD TO DATE (Pay App #26): \$ 610,977.82



**From:** [Jeremy Vuljoin](#)  
**To:** [Christopher Jeanice](#)  
**Cc:** [Joseph Chauvin](#); [Austin Hebert](#); [David Rome](#); [jcehan@tpcg.org](mailto:jcehan@tpcg.org); [Anthony Bertucci](#)  
**Subject:** [EXTERNAL]Chacahoula Pump Station (Meeting Recap)  
**Date:** Thursday, December 2, 2021 4:59:06 PM  
**Attachments:** [2021.12.02 W3543 Chacahoula Operation Recommendation.pdf](#)

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Chris,

Please find updates below relative to MRPG action items from our meeting yesterday.

**Capacitor Bank ROM:**

We have calculated the following costs relative to furnishing and installing the capacitor bank system.

Scope of Work:

*Furnish labor, equipment and materials to procure and install capacitor bank system including underground raceway, conductors, foundation upgrades, building modifications*

ROM Cost: \$460,000.00

**Trash Screen System Exercise Schedule:**

After consulting with Duperon, they recommend that the Chacahoula Gibson Pump Station trash screen system be programmed to operate 24 hours per day, 7 days per week to prevent accumulation of silt and debris at the pump station intake screen system. Please reference the attached letter from Duperon approving this operation period. This will not void the warranty in any fashion as the motors are rated for continuous operation. Their technicians will make the programming changes in the control panel today to implement this change.

**Duperon Extended Warranty:**

After consulting with Duperon regarding an extended warranty for this project, they will provide Terrebonne Parish with a three year extended warranty. This will add two addition years of coverage to the standard one year warranty. Once I receive the document from Duperon, I will forward on for record purposes.

Thank you,  
Jeremy



Jeremy Vuljoin | M.R. Pittman Group, LLC  
171 I-310 Service Road | St. Rose, Louisiana 70087  
Office (504) 733-3040 | Fax (504) 733-3042

Category Number:  
Item Number: 5.



Monday, January 24, 2022

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**Item Title:**

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

**Item Summary:**

**RESOLUTION:** Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 16-DRA-67, Lower Little Caillou Drainage Pump Station Replacement (D-04), Terrebonne Parish, Louisiana.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	1/19/2022	Executive Summary
Resolution	1/19/2022	Resolution
Backup Material	1/19/2022	Backup Material



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

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

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

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Change Order No. 1 is required to adjust contract price due to the need for additional fill material and the addition of a pay item to the project. Change Order No. 1 will also add Thirty-Nine (39) additional contract days for the work and for adverse weather days.

TOTAL EXPENDITURE	
Increase of \$76,728.48	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
YES	IF YES AMOUNT BUDGETED:
	\$5,949,087.10

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

Jeanne P. Bray

1/10/2022

Signature

Date

OFFERED BY:  
SECONDED BY:

## RESOLUTION

A resolution authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 16-DRA-67, Lower Little Caillou Drainage Pump Station (D-04), Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated January 7, 2021 with Sealevel Construction, Inc, for Parish Project No. 16-DRA-67, Lower Little Caillou Drainage Pump Station (D-04), Terrebonne Parish, Louisiana, and

**WHEREAS**, it is necessary to adjust contract price due to the need for additional fill material due to unforeseen excessive settlement and the inclusion of an additional pay item, and

**WHEREAS**, this change order will increase the overall contract price by Seventy-Six Thousand, Seven Hundred Twenty-Eight Dollars and Forty-Eight Cents (\$76,728.48), and

**WHEREAS**, additional time of Thirty-Nine (39) days due to the time needed to complete the additional work and adverse weather days, and

**WHEREAS**, this Change Order No. 1 has been recommended by the Engineer, Delta Coast Consultants, LLC, for this project, and

**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 or his designee of Change Order No. 1 to the construction agreement with Sealevel Construction, Inc for Parish Project No. 16-DRA-67, Lower Little Caillou Drainage Pump Station (D-04), Terrebonne Parish, Louisiana, for an increase to the contract amount in the amount of Seventy-Six Thousand, Seven Hundred Twenty-Eight Dollars and Forty-Eight Cents (\$76,728.48) with an increase of Thirty-Nine (39) days in construction time.

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

And the Chairman declared the resolution adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\* \* \* \* \*

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 \_\_\_\_\_, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
SUZETTE THOMAS, CLERK  
TERREBONNE PARISH COUNCIL



**DELTA COAST**  
CONSULTANTS, LLC

631 S. Hollywood Rd.  
Houma, Louisiana 70360

985.655.3100 (Tel)

[www.deltacoastllc.com](http://www.deltacoastllc.com)

August 27, 2021

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

RECEIVED

JAN 10 2022

ENGINEERING

Dear Ms. Bodin:

**Re: Change Order No. 1**  
**Lower Little Caillou Pump Station Replacement (D-04)**  
**TPCG No. 16-DRA-67; STATE No. H.011459**

Enclosed for your review is Change Order No. 1 on the above referenced project. This change order is for additional fill required to construct the levee tie-ins to grade due to excessive settlement that was not anticipated. This change order is also for adding a blind flange to the existing by-pass discharge line to prevent backflow from re-entering the system during pumping. This Change Order No. 1 will increase the contract by \$76,728.48 and add an additional 39 days needed for the additional work. If you are in agreement, please include this on an upcoming Council Agenda for approval.

Should you have any questions or require any additional information, please do not hesitate to call or office.

Sincerely yours,

**Delta Coast Consultants, LLC**

David F. Boudreaux, PE  
Senior Project Manager

Enc.



CHANGE ORDER NO. ONE

DATE OF ISSUANCE: 16-Aug-21  
EFFECTIVE DATE:

PROJECT NO: DCC - 2017.068

PROJECT: Lower Little Caillou Pump Station Replacement  
Parish Project No. 16-DRA-67

OWNER Terrebonne Parish Consolidated Government

OWNER'S Contract No. 1617898

CONTRACTOR: Sealevel Construction Co., Inc.

ENGINEER: Delta Coast Consultants, LLC

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

Description: See Attached Sheet for Actual Quantities Installed

Reason for Change Order:

To balance quantities to actual quantities installed on the project due to unforeseen amounts of settlement that exceeded what was anticipated for construction of the project, and to add contract days for the additional work and for adverse weather that prevented the contractor from working, and to add Item X-01 to prevent back-flow during by-pass pumping.

CHANGE IN CONTRACT PRICE: Original Contract Price:  \$4,663,626.00	CHANGE IN CONTRACT TIMES: Original Contract Times: 365 days Substantial Completion 22-Feb-22 Ready for final Payment: 8-Apr-22 days or date
Net Changes from previous Change Orders \$0.00	Net Changes from previous Change Orders 0 days
Contract Price prior to this Change Order  \$4,663,626.00	Contract Time prior to this Change Order Substantial Completion 22-Feb-22 Ready for final Payment: 8-Apr-22 days or date
Net Increase (decrease) of this Change Order  \$76,728.48	Net Increase (decrease) of this Change Order 39 days
Contract Price with all approved Change Orders  \$4,740,354.48	Contract Time with approved Change Orders Substantial Completion 2-Apr-22 Ready for final Payment: 17-May-22 days or date

RECOMMENDED:

By:   
Engineer (Authorized Signature)

Date: 8/23/2021

APPROVED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By:   
Contractor (Authorized Signature)

Date: 8/18/21





# DELTA COAST CONSULTANTS, LLC

Change Order No.1

RE: Terrebonne Parish Consolidated Government  
Lower Little Caillou Pump Station Replacement  
Parish Project No. 16-DRA-67

Owner: Terrebonne Parish Consolidated Government

**Description:**

Modify Item 203-07-00100 to the actual quantity installed in order to complete construction of the north and south tie-ins to the grades shown on the plans. Add Item X-01 Fabricate and Install Blind Flange; as requested by TPCG Forced Drainage in order to prevent the backflow of water during by-pass pumping. Add an additional 27 weather days and 12 days for the additional work to the contract.

**Reason for Plan Change:**

Item 203-07-00100 is adjusted to the actual quantity installed on the project to construct both the north and south tie-ins to the lines and grades shown on the plans. An additional 2,783.27 cubic yards of material was needed in order to achieve the lines and grades shown on the plans due to an unforeseen amount of settlement of the existing canal bottom which exceeded what was anticipated. This plan change also adds 12 calendar days to the contract for the time needed by the contractor to complete the additional work associated with the excessive settlement. This plan change also adds an additional 27 calendar days to the contractor for adverse weather days in which the contractor was unable to perform work on the site from the months of March through June. Therefore an additional 39 days is being added to the contract.

ITEM NO.	ITEM	UNIT	Bid Quantity	ORIGINAL		Revised Quantity	REVISED	
				Unit Price	amount		Unit Price	amount
203-07-00100	Borrow (Vehicular Measure)	CY	7,500	\$ 24.00	\$ 180,000.00	10,283.27	\$ 24.00	\$ 246,798.48
X-01	Fabricate and Install Blind Flange	LS	0	\$ -	\$ -	1.00	\$ 9,930.00	\$ 9,930.00
					\$ -			\$ -
					\$ -			\$ -
TOTALS					\$ 180,000.00			\$ 256,728.48

Additional Contract Days Requested 39 Revised 404 AMOUNT OF OVER RUN (UNDERRUN) \$76,728.48

It is mutually agreed to perform the above revisions in accordance with original contract and applicable specifications at the above prices.

**REQUESTED BY:**

Sealevel Construction, Inc.

/S/

Richard J. Roth, President

**RECOMMENDED:**

Delta Coast Consultants, LLC

/S/

David F. Boudreaux, PE

**APPROVED BY:**

Terrebonne Parish Consolidated Government

/S/

Gordon E. Dove

Date: \_\_\_\_\_

Category Number:  
Item Number: 6.



Monday, January 24, 2022

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**Item Title:**

Change Order No. 1 for Le Petit Theatre de Terrebonne Renovations

**Item Summary:**

**RESOLUTION:** Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 15-BLDG-62, FP&C No. 50-J55-14-01, Le Petit Theatre de Terrebonne Renovations, Terrebonne Parish, Louisiana.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	1/19/2022	Executive Summary
Resolution	1/19/2022	Resolution
Backup Material	1/19/2022	Backup Material





EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
15-BLDG-62 FP&C No. 50-J55-14-01	Le Petit Theatre de Terrebonne Renovations

PROJECT SUMMARY (200 WORDS OR LESS)
To renovate the Le Petit Theatre de Terrebonne.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Change Order No. 1 is required to adjust contract price due to unforeseen sight conditions. This Change Order No. 1 also increases Contract Time by one hundred twenty-four days (124) days due to Hurricane Ida, COVID restrictions, material shortages and changes in material lead time.

TOTAL EXPENDITURE		
Increase of \$6,995.86		
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:		\$1,643,749.86

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

Jeanne P. Bray

1/19/2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OFFERED BY:  
SECONDED BY:

## RESOLUTION

A resolution authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 15-BLDG-62, FP&C No. 50-J55-14-01, Le Petit Theatre de Terrebonne Renovations, Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated July 19, 2021 with Justin J. Reeves, LLC, for Parish Project No. 15-BLDG-62, FP&C No. 50-J55-14-01, Le Petit Theatre de Terrebonne Renovations, Terrebonne Parish, Louisiana, and

**WHEREAS**, it is necessary to adjust contract price due to unforeseen site conditions, and

**WHEREAS**, this change order will increase the overall contract price by Six Thousand, Nine Hundred Ninety-Five Dollars and Eighty-Six Cents (\$6,995.86), and

**WHEREAS**, additional time of one hundred twenty-four (124) days in contract time due to Hurricane Ida, COVID restrictions, material shortages and changes in material lead time, and

**WHEREAS**, this Change Order No. 1 has been recommended by the Architect, Duplantis Design Group, PC, for this project, and

**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 or his designee of Change Order No. 1 to the construction agreement with Justin J. Reeves, LLC for Parish Project No. 15-BLDG-62, FP&C No. 50-J55-14-01, Le Petit Theatre de Terrebonne Renovations, Terrebonne Parish, Louisiana, for a decrease to the contract amount in the amount of Six Thousand, Nine Hundred Ninety-Five Dollars and Eighty-Six Cents (\$6,995.86) with an increase of one hundred twenty-four (124) days in construction time.

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to Architect, Duplantis Design Group, PC

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

And the Chairman declared the resolution adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\* \* \* \* \*

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 \_\_\_\_\_, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
SUZETTE THOMAS, CLERK  
TERREBONNE PARISH COUNCIL



January 19, 2022

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

Renovations to:  
Le Petit Theatre De Terrebonne

TPCG Project #15-BLDG-62  
DDG Project #11-329

Dear Ms. Madeleine:

Please allow this letter to serve as our recommendation for Change Order #01. Justin J. Reeves, LLC has submitted documentation for several proposed change orders for modifications to the contract scope of work. These revisions are a result of unforeseen conditions, and delays due to Hurricane Ida.

Should you have any questions or need additional information, please do not hesitate to call.

Sincerely,

Grant Waggenpack  
Project manager  
Duplantis Design Group, PC

**CHANGE ORDER**No. 1PROJECT: Renovations to Le Petit Theatre  
OWNER:

DATE OF ISSUANCE: January 19, 2022

Terrebonne Parish Consolidated Government  
CONTRACTOR:OWNER'S Project No. 15-BLDG-62

Justin J. Reeves, LLC

ENGINEER: Duplantis Design Group, PC

CONTRACT FOR:

Renovations

ENGINEER'S Project No. 16-144

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

Description: Price change due to unforeseen conditions. Contract Time change due to Hurricane Ida, and change in window lead time due to Covid restrictions and material shortages.



Purpose of Change Order:

Change in Contract Price and Contract Time

Attachments: (List documents supporting change)

Project Schedule Rev-1, PCO 001, Project Schedule Rev-2

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>1,636,754.00</u>	Original Contract Time \$ <u>240</u> days or date
Previous Change Orders No. <u>-</u> to No. <u>-</u> \$ <u>-</u>	Net change from previous Change Order \$ <u>-</u> days
Contract Price prior to this Change Order \$ <u>1,636,754.00</u>	Contract Time Prior to this Change Order \$ <u>240</u> days or date
Net Increase (decrease) of this Change Order \$ <u>6,995.86</u>	Net Increase (decrease) of this Change Order \$ <u>124</u> days
Contract Price with all approved Change Orders \$ <u>1,643,749.86</u>	Contract Time with all approved Change Order \$ <u>364</u> days or date

RECOMMENDED:

APPROVED:

APPROVED:

by \_\_\_\_\_  
Engineerby \_\_\_\_\_  
Ownerby \_\_\_\_\_  
Contractor



Justin J. Reeves, LLC  
7836 Park Ave Houma, LA 70364  
985.870.2311  
Construction License No. 54345

December 23, 2021

To: Grant Waggenpack  
Duplantis Design Group  
314 East Bayou Road  
Thibodaux, LA 70301

RE: Proposal on Requested Change Orders for Renovations of Le Petit Theatre De Terrebonne

Mr. Waggenpack,

Justin J. Reeves, LLC has reviewed the scope of work for the requested change orders associated with: (1) building back the 2<sup>nd</sup> floor above the demolished backstage vault and (2) 2<sup>nd</sup> Floor brick cutting for the exterior door at opening number 203.

Upon the site investigation and understanding of the request, we propose to complete the build back of the 2<sup>nd</sup> floor located above the demolished back vault for \$4355.86 and the 2<sup>nd</sup> floor brick cutting for the exterior door at opening number 203 for \$2,640.00. Due to LVL availability/lead time, a delay in project schedule may occur. Current lead time for specified size (1-3/4" x 7-1/2" x 14') is 2-4 weeks.

Should you need any additional information regarding our proposal for the requested change orders, please feel free to contact me, at [brad@jlrcompany.com](mailto:brad@jlrcompany.com) or my cell phone (985) 870-5479 at any time.

Sincerely,

Brad Hymel  
Project Manager



7836 Park Ave.  
Houma, LA 70364  
985-580-0888

PROJECT NAME

Le Petit Theatre De Terrebonne

DATE OF SUBMISSION

10/19/2021

PROJECT MANAGER

Brad Hymel

TRANSMITTAL NUMBER

07.01

**TRANSMITTED TO:  
(NAME/ADDRESS)**

Grant Waggenpack – Duplantis Design Group

**SUBJECT OF SUBMITTAL**

**SPECIFICATIONS**

Construction Project Scheduled Rev 01

Section 013200 – Construction Progress Documentation

CHECK ONE OF THE FOLLOWING:



We have verified that the material or equipment contained in this submittal meets all of the requirements specified or shown (no exceptions).

We have verified that the material or equipment contained in this submittal meets all of the requirements specified or shown, except for the following deviations listed below.

CONTRACTOR NAME

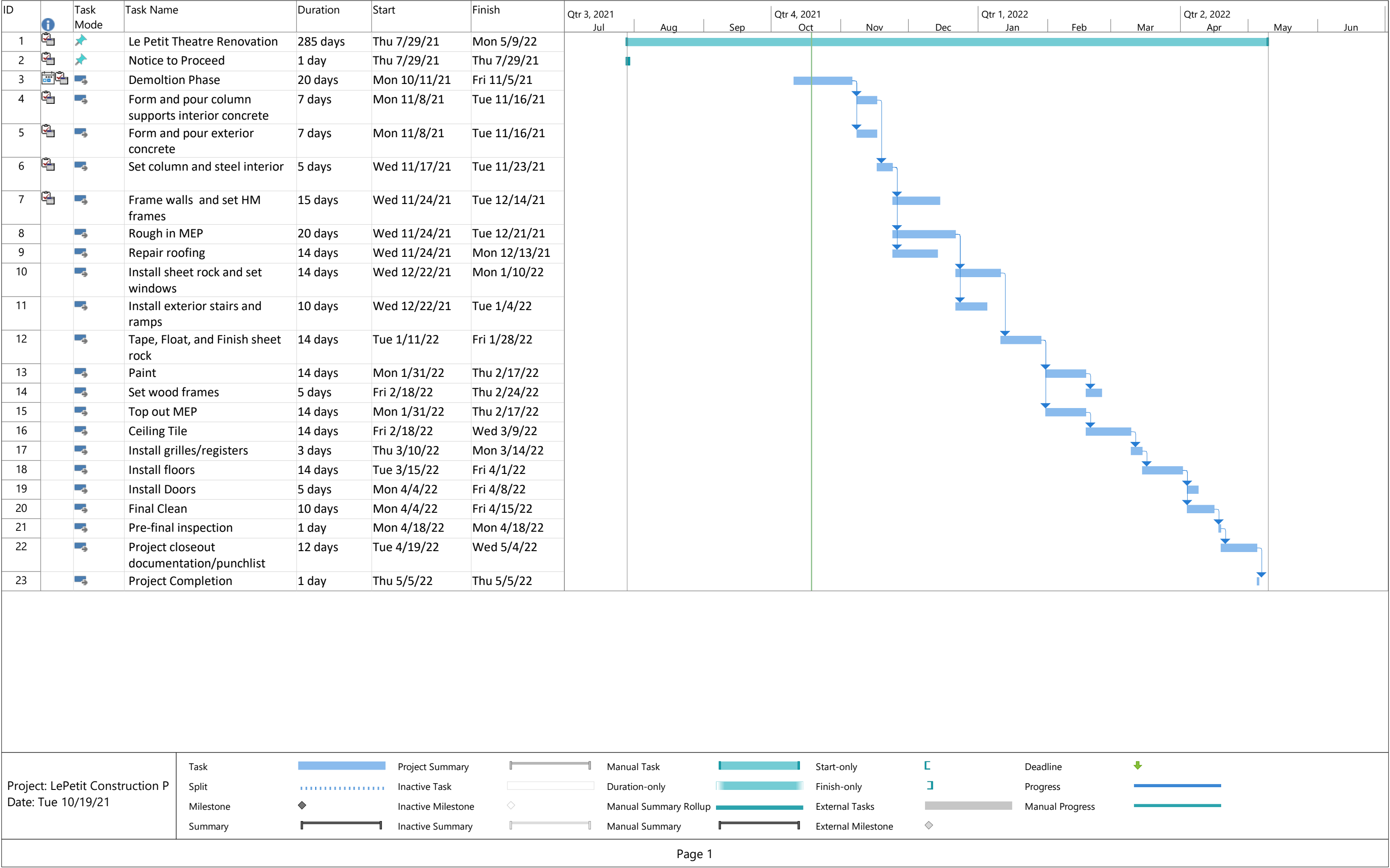
Brad Hymel

SIGNATURE

**APPROVAL  
COMMENTS**

AUTHORIZED SIGNATURE OF APPROVAL

DATE

Start-onlyFinish-onlyExternal TasksExternal MilestoneDeadlineProgressManual Progress

Page 1

**Month/Year: July 2021**

		Days
	- No Significant Weather or other delays	5
	- Hurricane Ida - Evacuation, weather, no utilities, etc.	0
	- Site Received Substantial Rainfall	0

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**Month/Year: August 2021**

		Days
	- No Significant Weather or other delays	0
	- Hurricane Ida - Evacuation, weather, no utilities, etc.	4
	- Site Received Substantial Rainfall	0

<b>Total Days Requested from JJR</b>	<b>4</b>
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**Month/Year: Sept 2021**

		Days
	- No Significant Weather or other delays	0
	- Hurricane Ida - Evacuation, weather, no utilities, etc.	30
	- Site Received Substantial Rainfall	0

\_\_\_\_\_

## LePetit Schedule Delays Monthly Tracker

**Month/Year: Oct 2021**

[illegible]

		Days
	- No Significant Weather or other delays	7
	- Hurricane Ida - Evacuation, weather, no utilities, etc.	11
	- Site Received Substantial Rainfall	0

<b>Total Days Requested from JJR</b>	<b>11</b>
--------------------------------------	-----------



Attention:  
Brad Hymel  
Project Manager  
Justin J Reeves LLC  
7836 Park Avenue  
Houma, LA 70364  
(M) 985.870.5479  
[brad@jjrcompany.com](mailto:brad@jjrcompany.com)

The following is an update for Le Petit Theatre Renovations, Jeld-Wen Windows. The custom window order was submitted to Jeld-Wen on 8th November 2021. At that time, Jeld-Wen estimated the delivery to be Feb 25th. However, on December 15th, Jeld-Wen informed me they are experiencing shortages on labor and materials which affected this order. Specifically, the Auralast lumber material at the Bend Oregon plant is short of supply to fill all orders currently in production. This is an effect of the new limitations implemented from the Coronavirus pandemic. At this time, the plant has estimated receiving all necessary materials and completing the order on the 1st week of April. After shipping, we're currently expecting them to arrive the third week of April.

I will be in touch if this estimated date of arrival changes to earlier or later than currently expected. I have also included the last correspondence from the plant on this order. Please feel free to contact me if you have any questions or concerns at all.

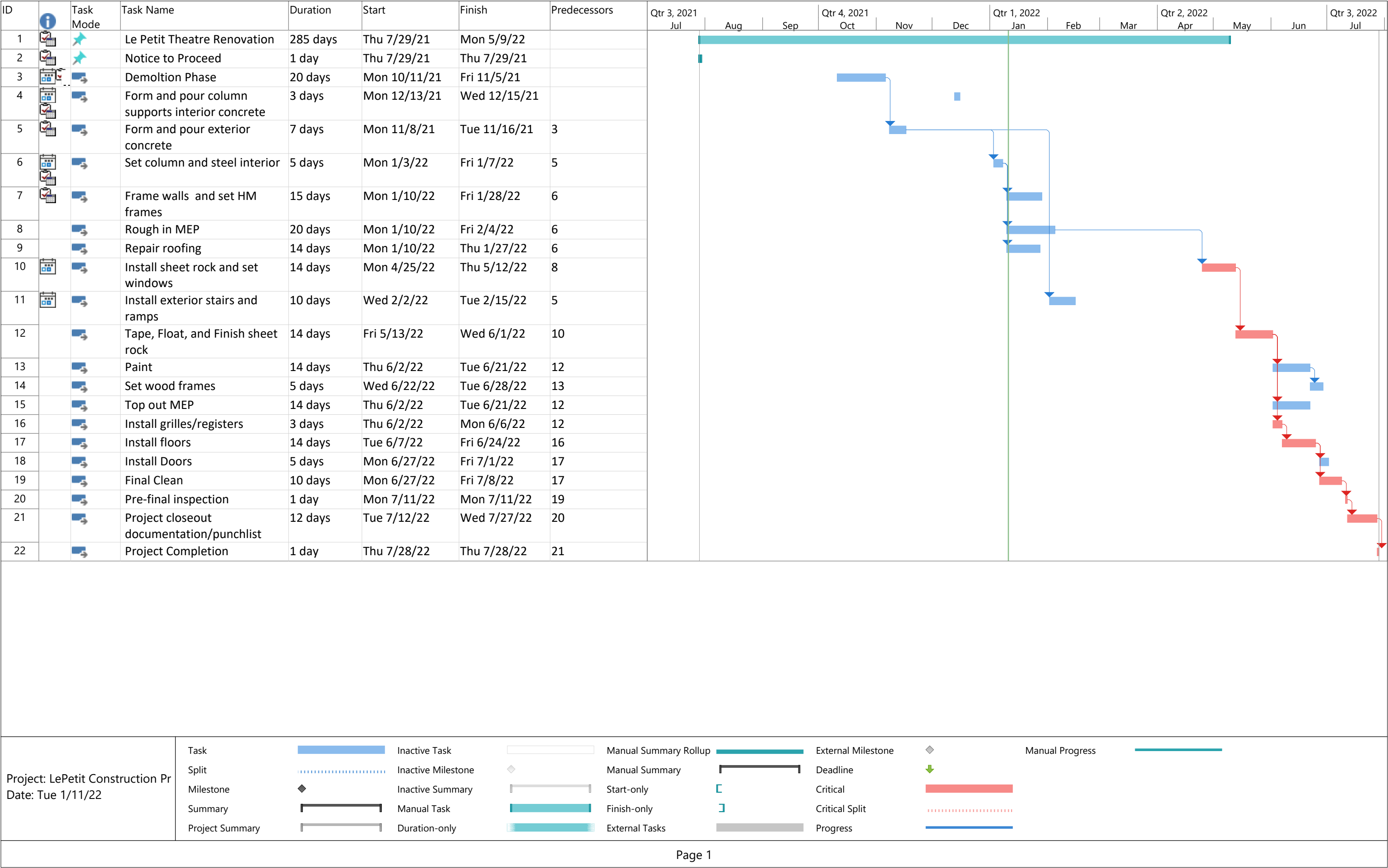
Thank you,

-R/S  
Ray Butler  
Cell: (985) 718-6710  
Owner- Butler Construction Solutions LLC  
[ButlerConstructionSolutions@Gmail.com](mailto:ButlerConstructionSolutions@Gmail.com)  
10720 S. Choctaw Dr. Baton Rouge, LA 70815  
Jeld-Wen Window & Door Replacement & Installation Experts

**From:** Greg Harper <[GBharper@jeldwen.com](mailto:GBharper@jeldwen.com)>  
**Sent:** Thursday, December 15, 2021 9:45 AM  
**To:** Ray Butler <[ButlerConstructionSolutions@gmail.com](mailto:ButlerConstructionSolutions@gmail.com)>  
**Cc:** Kendale Kirk <[KeKKirk@jeldwen.com](mailto:KeKKirk@jeldwen.com)>  
**Subject:** RE: Le Petit Theatre - revised ETA 4/12/22 Butler221-21j

Ray,

*For the updated ship dates, we are experiencing shortage of raw materials and labor. This revised ship date is an estimate based on vendor ETA's for raw materials in conjunction with our assembly and ship scheduling. We will update you if there are any changes.*

External MilestoneDeadlineCriticalCritical SplitProgressManual Progress

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