



**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET**  
STATE CAPITOL  
P.O. BOX 44294, CAPITOL STATION  
BATON ROUGE, LOUISIANA 70804  
**(225) 342-1964**

**REPRESENTATIVE JEROME ZERINGUE**  
CHAIRMAN

**SENATOR BODI WHITE**  
VICE-CHAIRMAN

**REVISED AGENDA**

Friday, May 5, 2023  
9:00 a.m.  
Committee Room 5

**(ADDED AGENDA ITEM #9)**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. BUSINESS**

1. Fiscal Status Statement and Five-Year Base-Line Budget
2. BA-7 Agenda
3. Facility Planning and Control Agenda
4. Review and approval of a contract extension between the Louisiana Military Department and Imagine Learning, LLC, in accordance with the provisions of R.S. 39:1615(J)
5. Review of the Department of Transportation's Grant Anticipation Revenue Vehicles (GARVEE) bonds program and the issuance of the Series 2023 GARVEE bonds
6. Review and approval of a resolution to increase the GARVEE bond program amount for the Department of Transportation and Development and to issue the Series 2023 GARVEE bonds in accordance with the provisions of R.S. 48:27(E)
7. Review and approval of preservation projects utilizing funding from the Construction Subfund Preservation Account
8. Review and approval of Water Sector Commission recommendations in accordance with the provisions of R.S. 39:100.56
9. **Establish the salary of the Legislative Fiscal Officer in accordance with R.S. 24:602**

**IV. CONSIDERATION OF ANY OTHER BUSINESS THAT MAY COME BEFORE THE COMMITTEE**

**V. ADJOURNMENT**

Any person who does not feel comfortable giving testimony in person may submit a prepared statement in lieu of appearing before the committee:

A. Any interested person or any committee member may file with the committee a prepared statement concerning a specific instrument or matter under consideration by the committee or concerning any matter within the committee's scope of authority, and the committee records shall reflect receipt of such statement and the date and time thereof.

B. Any person who files a prepared statement which contains data or statistical information shall include in such prepared statement sufficient information to identify the source of the data or statistical information. For the purposes of this Paragraph, the term "source" shall mean a publication, website, person, or other source from which the data or statistical information contained in the prepared statement was obtained by the person or persons who prepared the statement.

**NOTE: Statements emailed to [metoyers@legis.la.gov](mailto:metoyers@legis.la.gov) and received prior to noon on Thursday, May 04, 2023, will be distributed to the committee members prior to the meeting.**

JEROME "ZEE" ZERINGUE, CHAIRMAN

PLEASE SUBMIT A WITNESS CARD TO THE COMMITTEE ADMINISTRATIVE ASSISTANT BEFORE THE MEETING BEGINS IF YOU WANT TO TESTIFY BEFORE THE COMMITTEE.

# Agenda Item #1

## Fiscal Status Statement & Five-Year Base-Line Budget

**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET  
GENERAL FUND FISCAL STATUS STATEMENT  
FISCAL YEAR 2022-2023  
(\$ in millions)**

**May 5, 2023**

	<u>MARCH 2023</u>	<u>MAY 2023</u>	<u>MAY 2023 Over/(Under) MARCH 2023</u>
<b><u>GENERAL FUND REVENUE</u></b>			
Revenue Estimating Conference - December 15, 2022	\$11,964.700	\$11,964.700	\$0.000
FY 21-22 Revenue Carried Forward into FY 22-23	\$404.875	\$404.875	\$0.000
<b>Total Available General Fund Revenue</b>	<b><u>\$12,369.575</u></b>	<b><u>\$12,369.575</u></b>	<b><u>\$0.000</u></b>
<b><u>APPROPRIATIONS AND REQUIREMENTS</u></b>			
<b>Non-Appropriated Constitutional Requirements</b>			
Debt Service	\$435.582	\$435.582	\$0.000
Interim Emergency Board	\$1.323	\$1.323	\$0.000
Revenue Sharing	\$90.000	\$90.000	\$0.000
<b>Total Non-Appropriated Constitutional Requirements</b>	<b><u>\$526.905</u></b>	<b><u>\$526.905</u></b>	<b><u>\$0.000</u></b>
<b>Appropriations</b>			
General (Act 199 of 2022 RS)	\$10,433.271	\$10,433.271	\$0.000
Ancillary (Act 169 of 2022 RS)	\$0.000	\$0.000	\$0.000
Judicial (Act 168 of 2022 RS)	\$174.578	\$174.578	\$0.000
Legislative (Act 198 of 2022 RS)	\$85.778	\$85.778	\$0.000
Capital Outlay (Act 117 of 2022 RS)	\$50.000	\$50.000	\$0.000
<b>Total Appropriations</b>	<b><u>\$10,743.626</u></b>	<b><u>\$10,743.626</u></b>	<b><u>\$0.000</u></b>
<b>Other Requirements</b>			
Funds Bill (Act 167 of 2022 RS)	\$170.500	\$170.500	\$0.000
Funds Bill (Act 1 of 2023 1ES)	\$45.000	\$45.000	\$0.000
<b>Total Other Requirements</b>	<b><u>\$215.500</u></b>	<b><u>\$215.500</u></b>	<b><u>\$0.000</u></b>
<b>Total Appropriations and Requirements</b>	<b><u>\$11,486.031</u></b>	<b><u>\$11,486.031</u></b>	<b><u>\$0.000</u></b>
<b>General Fund Revenue Less Appropriations and Requirements</b>	<b><u>\$883.544</u></b>	<b><u>\$883.544</u></b>	<b><u>\$0.000</u></b>

**II. FY 2021-2022 Fiscal Status Summary:**

In accordance with Act 1092 of the 2001 Regular Session and Act 107 of the 2002 First Extraordinary Session (R.S. 39:75), the first budget status report presented after October 15th shall reflect the fund balance for the previous fiscal year. "At the first meeting of the Joint Legislative Committee on the Budget after publication of the Comprehensive Annual Financial Report for the state of Louisiana, the commissioner of administration shall certify to the committee the actual expenditures paid by warrant or transfer and the actual monies received and any monies or balances carried forward for any fund at the close of the previous fiscal year which shall be reflected in the budget status report."

**FY22 GENERAL FUND DIRECT SURPLUS/(DEFICIT) - ESTIMATED (millions)**

<b>FY21 Surplus/(Deficit)</b>		699.220
<b>FY22 General Fund - Direct Revenues:</b>		
Actual General Fund Revenues	12,898.930	
General Fund - Direct Carryforwards to FY22	183.621	
Other Transfers	30.316	

<b>Total FY22 General Fund - Direct Revenues</b>		<b>13,112.867</b>
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**FY22 General Fund - Direct Appropriations & Requirements:**

Draws of General Fund - Direct Appropriations	(9,032.262)
General Obligation Debt Service	(432.530)
Transfers to Revenue Sharing Fund (Z06) - Constitution 7:26	(90.000)
Transfers Out to Various Funds for 20-XXX	(75.998)
Transfers to Coastal Protection and Restoration Fund (Z12) - R.S. 49:214.5.4	(12.000)
Transfers per Legislative Acts - Act 448 of 21RS - Hurricane and Storm Risk Reduction System Repayment Fund	(400.000)
Transfers per Legislative Acts - Act 505 of 22RS - Megaprojects Leverage Fund & Construction Subfund of the TTF	(600.000)
Transfers per Legislative Acts - Act 114 of 22RS - Funds Bill - Various Funds	(602.350)
Use of FY21 Surplus	(696.411)
Transfer to Revenue Stabilization Fund (Z25)	(788.478)

<b>Total FY22 General Fund - Direct Appropriations &amp; Requirements</b>	<b>(12,730.029)</b>
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<b>General Fund Direct Cash Balance</b>	<b>1,082.058</b>
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**Obligations Against the General Fund Direct Cash Balance:**

General Fund - Direct Carryforwards to FY23	(404.875)
Unappropriated Use of FY21 Surplus	(2.809)
FY 22 adjustment completed in FY 23 - Remote Sellers - June 2022 taxes collected in July and distributed to LDR in August	17.628
FY22 adjustments completed in FY 23 - transfer to the Coastal Protection and Restoration Fund (Z12)	(0.725)
FY22 adjustments completed in FY 23 - corrections to various fund reversion amounts	9.415
FY22 LDR audit adjustments completed in FY 23 - sales tax and individual income tax revenues	25.827
FY22 LDR audit adjustments completed in FY 23 - corporate income tax and corporate franchise tax revenues	13.674
FY22 additional transfer to the Revenue Stabilization Fund (Z25) due to audit adjustment to corporate taxes	(13.674)

<b>Total Adjustments</b>	<b>(355.538)</b>
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<b>Net General Fund Direct Surplus/(Deficit)</b>	<b>726.521</b>
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<b>Certification in accordance with R.S. 39:75A(3)(a)</b>	<b>\$726,520,516</b>
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## Notes:

Due to the FY 22 adjustments made in FY23, the revised amount transferred to the Revenue Stabilization Fund (Z25) is \$802.2m.  
 Due to the FY 22 adjustments made in FY23, the revised amount transferred to the Coastal Protection and Restoration Fund (Z12) is \$12.7m.

**III. Current Year Items Requiring Action****IV. Horizon Issues Not Contained in 5-Year Plan**

**FIVE YEAR BASE LINE PROJECTION  
STATE GENERAL FUND SUMMARY  
CONTINUATION**

	Official Current Fiscal Year 2022-23	Ensuing Fiscal Year 2023-2024	Projected Fiscal Year 2024-2025	Projected Fiscal Year 2025-2026	Projected Fiscal Year 2026-2027
<b>REVENUES:</b>					
Taxes, Licenses & Fees	\$15,208,500,000	\$14,461,100,000	\$14,545,400,000	\$14,108,600,000	\$14,368,100,000
Less Dedications	(\$3,243,800,000)	(\$3,019,000,000)	(\$3,105,600,000)	(\$3,116,700,000)	(\$3,139,000,000)
<b>TOTAL REC REVENUES</b>	<b>\$11,964,700,000</b>	<b>\$11,442,100,000</b>	<b>\$11,439,800,000</b>	<b>\$10,991,900,000</b>	<b>\$11,229,100,000</b>
<b>ANNUAL REC GROWTH RATE</b>		-4.37%	-0.02%	-3.92%	2.16%
<b>Other Revenues:</b>					
Carry Forward Balances	\$404,874,737	\$0	\$0	\$0	\$0
<i>Total Other Revenue</i>	<i>\$404,874,737</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b>TOTAL REVENUES</b>	<b>\$12,369,574,737</b>	<b>\$11,442,100,000</b>	<b>\$11,439,800,000</b>	<b>\$10,991,900,000</b>	<b>\$11,229,100,000</b>
<b>EXPENDITURES:</b>					
General Appropriation Bill (Act 199 of 2022 RS)	\$10,028,395,894	\$10,820,888,699	\$10,787,028,766	\$11,066,220,917	\$11,304,180,950
Ancillary Appropriation Bill (Act 169 of 2022 RS)	\$0	\$0	\$5,731,199	\$11,662,990	\$17,802,394
Non-Appropriated Requirements	\$526,904,967	\$532,442,769	\$550,628,208	\$552,866,588	\$541,140,916
Judicial Appropriation Bill (Act 168 of 2022 RS)	\$174,577,666	\$176,567,800	\$176,567,800	\$176,567,800	\$176,567,800
Legislative Appropriation Bill (Act 198 of 2022 RS)	\$85,777,844	\$85,777,844	\$85,777,844	\$85,777,844	\$85,777,844
Special Acts	\$0	\$0	\$11,853,171	\$11,853,171	\$11,853,171
Capital Outlay Bill (Act 117 of 2022 RS)	\$50,000,000	\$0	\$0	\$0	\$0
<b>TOTAL ADJUSTED EXPENDITURES (less carryforwards)</b>	<b>\$10,865,656,371</b>	<b>\$11,615,677,112</b>	<b>\$11,617,586,988</b>	<b>\$11,904,949,310</b>	<b>\$12,137,323,075</b>
<b>ANNUAL ADJUSTED GROWTH RATE</b>		6.90%	0.02%	2.47%	1.95%
<b>Other Expenditures:</b>					
Carryforward BA-7s Expenditures	\$404,874,737	\$0	\$0	\$0	\$0
Supplemental Bill (Act 1 of the 2023 1ES)	\$45,000,000	\$0	\$0	\$0	\$0
Funds Bills (Act 167 of 2022 RS)	\$170,500,000	\$0	\$0	\$0	\$0
<i>Total Other Expenditures</i>	<i>\$620,374,737</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<b>TOTAL EXPENDITURES</b>	<b>\$11,486,031,108</b>	<b>\$11,615,677,112</b>	<b>\$11,617,586,988</b>	<b>\$11,904,949,310</b>	<b>\$12,137,323,075</b>
<b>PROJECTED BALANCE</b>	<b>\$883,543,629</b>	<b>(\$173,577,112)</b>	<b>(\$177,786,988)</b>	<b>(\$913,049,310)</b>	<b>(\$908,223,075)</b>
Oil Prices included in the REC forecast.	\$89.97	\$79.43	\$72.88	\$71.42	\$70.64

# Agenda Item #2

## BA-7 Agenda



Alan M. Boxberger  
Interim Legislative Fiscal Officer

**STATE OF LOUISIANA**  
Legislative Fiscal Office  
BATON ROUGE

Post Office Box 44097  
Baton Rouge, Louisiana 70804  
Phone: 225.342.7233

To: The Honorable Jerome "Zee" Zeringue  
Joint Legislative Committee on the Budget  
The Honorable Members of the Joint Legislative Committee on the Budget

From: Alan Boxberger, Interim Legislative Fiscal Officer *AMB*  
Evan Brasseaux, Interim Deputy Fiscal Officer *EB*

Date: April 28, 2023

Subject: Joint Legislative Committee on the Budget  
Meeting May 05, 2023

Attached are the Legislative Fiscal Office BA-7 (Budget Adjustment) write-ups for the May 5<sup>th</sup> meeting of the Joint Legislative Committee on the Budget.

The LFO recommends approval of both BA-7's.

Please contact me if you have questions or need additional information.



**LEGISLATIVE FISCAL OFFICE  
ANALYSIS OF BA-7 REQUEST**

**DEPARTMENT:** Executive

**AGENDA NO.:** 1

**AGENCY:** Division of Administration

**ANALYST:** Patrice Thomas

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T.O.</u>
State General Fund:	\$0	Executive Administration	\$0	0
Interagency Transfers:	\$0	Community Dev Block Grant	\$7,494,871	0
Self-Generated Revenue:	\$7,494,871	Auxiliary Account	\$0	0
Statutory Dedications:	\$0			
Federal Funds:	\$0			
<b>Total</b>	<b><u>\$7,494,871</u></b>	<b>Total</b>	<b><u>\$7,494,871</u></b>	<b><u>0</u></b>

**I. SUMMARY/COMMENTS**

The purpose of this BA-7 is to increase the SGR budget authority for the Division of Administration - Office of Community Development Block Grant Program (DOA) by \$7.49 M. The source of the SGR is program income from Katrina/Rita and Gustav/Ike grants that were obligated to expend during the closeout phase of these grants.

The DOA is in the closeout phase of the Katrina/Rita and Gustav/Ike grants leading to an increase in obligating and expending remaining program income. The majority of funds will provide for affordable housing that includes a healthy food retail initiative. The healthy food retail initiative provides financing to healthy food retailers that are operating or will operate in underserved communities in both urban and rural areas of parishes affected by Hurricanes Gustav and Ike, which will enable retailers to open, renovate, or expand. Also, funds will provide repair efforts for sewerage, water, and drainage infrastructure damage which include the construction and installation of Turbine 7 by the Sewerage and Water Board of New Orleans. Finally, funds will be used for long-term recovery from damage in various areas caused by Hurricanes Katrina, Rita, Gustav, and Ike that include damage to public safety, education, health care, and transportation.

**SGR Program Income**

The agency currently has \$48,988,779 in SGR program income. The current obligations utilizing program income are \$7,494,871. The remaining undesignated balance of SGR program income is \$41,493,908.

	<b>Program Income</b>		
	<b>Katrina/Rita</b>	<b>Gustav/Ike</b>	<b>Total</b>
Beginning Balance	\$36,636,807	\$12,351,972	\$48,988,779
Projects			
Affordable Housing	\$3,898,256	\$0	\$3,898,256
Turbine 7 Construction	\$2,444,202	\$0	\$2,444,202
Long-Term Recovery	<u>\$228,616</u>	<u>\$923,797</u>	<u>\$1,152,413</u>
Project Total	\$6,571,074	\$923,797	\$7,494,871
Ending Balance	\$30,065,733	\$11,428,175	\$41,493,908

**II. IMPACT ON FUTURE FISCAL YEARS**

Approval of this BA-7 request will have no impact on future fiscal years.

**III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION**

The Legislative Fiscal Office recommends approval of this BA-7 request.

**LEGISLATIVE FISCAL OFFICE  
ANALYSIS OF BA-7 REQUEST**

DEPARTMENT: Ancillary

AGENDA NO.: 2

AGENCY: LA Property Assistance Agency

ANALYST: Alan M. Boxberger

<u>Means of Financing</u>		<u>Expenditures by Program</u>		<u>T.O.</u>
State General Fund:	\$0	LA Property Assistance	\$1,450,000	0
Interagency Transfers:	\$0			
Self-Generated Revenue:	\$1,450,000			
Statutory Dedications:	\$0			
Federal Funds:	\$0			
<b>Total</b>	<b><u>\$1,450,000</u></b>	<b>Total</b>	<b><u>\$1,450,000</u></b>	<b>0</b>

**I. SUMMARY/COMMENTS**

The purpose of this proposed BA-7 is to provide \$1.45 M SGR authority to the Louisiana Property Assistance Agency (LPAA) to facilitate the auction and liquidation of movable property in the form of 200 camper trailers used by GOHSEP for housing solutions in the aftermath of Hurricane Ida. The trailers will be auctioned both in lots and as individual units, and LPAA estimates the sales will generate an average of \$8,000 per unit sold, generating a total of \$1.6 M in sales revenue. LPAA is required to remit 90%, or \$1.45 M of this amount to the send agency. LPAA is requesting additional expenditure authority because the volume and dollar value of the items included in this sale were not contemplated in its existing appropriation. LPAA routinely retains 10% of the sale price to cover its operating expenses associated with facilitating auctions and financial transactions to liquidate property.

GOHSEP will receive the funds as a return of appropriation, which will offset expenditure obligations on the Project Worksheet with the Federal Emergency Management Agency (FEMA) for the Hurricane Ida declared disaster.

**II. IMPACT ON FUTURE FISCAL YEARS**

Approval of this BA-7 request will have no impact on future fiscal years.

**III. LEGISLATIVE FISCAL OFFICE RECOMMENDATION**

The Legislative Fiscal Office recommends approval of this BA-7 request.

**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET**

**BA-7 AGENDA**

**May, 2023**

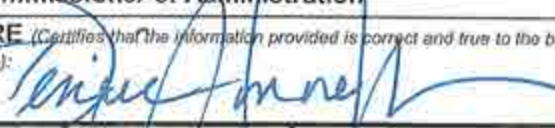
**A. Fiscal Status Statement**

**B. 5-Year Base Line Projection**

**C. Regular BA-7s**

- |   |      |  |
|---|------|--|
| 1 | EXEC | Executive Department<br>(01-107) Division of Administration        |
| 2 | ANCI | Ancillary Appropriations<br>(21-806) Louisiana Property Assistance |

**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET**  
**REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

DEPARTMENT: EXECUTIVE		FOR OPB USE ONLY				
AGENCY: Division of Administration		OPB LOG NUMBER		AGENDA NUMBER		
SCHEDULE NUMBER: 01-107		104		1		
SUBMISSION DATE: April 12, 2023		Approval and Authority:				
AGENCY BA-7 NUMBER: 5 - Program Income						
HEAD OF BUDGET UNIT: Jay Dardenne						
TITLE: Commissioner of Administration						
SIGNATURE (Certifies that the information provided is correct and true to the best of your knowledge):						
						
MEANS OF FINANCING	CURRENT FY 2022-2023	ADJUSTMENT (+) or (-)	REVISED FY 2022-2023			
<b>GENERAL FUND BY:</b>						
DIRECT	\$61,531,957	\$0	\$61,531,957			
INTERAGENCY TRANSFERS	\$72,079,062	\$0	\$72,079,062			
FEES & SELF-GENERATED	\$43,476,459	\$7,494,871	\$50,971,330			
Regular Fees & Self-generated	\$43,476,459	\$7,494,871	\$50,971,330			
Subtotal of Fund Accounts from Page 2	\$0	\$0	\$0			
STATUTORY DEDICATIONS	\$113,130,000	\$0	\$113,130,000			
Energy Performance Contract Fund (V26)	\$30,000	\$0	\$30,000			
State Emergency Response Fund (V29)	\$100,000	\$0	\$100,000			
Subtotal of Dedications from Page 2	\$113,000,000	\$0	\$113,000,000			
FEDERAL	\$626,164,816	\$0	\$626,164,816			
<b>TOTAL</b>	<b>\$916,382,294</b>	<b>\$7,494,871</b>	<b>\$923,877,165</b>			
AUTHORIZED POSITIONS	509	0	509			
AUTHORIZED OTHER CHARGES	42	0	42			
NON-TO FTE POSITIONS	5	0	5			
<b>TOTAL POSITIONS</b>	<b>556</b>	<b>0</b>	<b>556</b>			
PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
<b>PROGRAM NAME:</b>						
Executive Administration	\$239,831,414	415	\$0	0	\$239,831,414	415
CDBG	\$640,190,136	129	\$7,494,871	0	\$647,685,007	129
Auxiliary	\$36,360,744	12	\$0	0	\$36,360,744	12
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2:	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	<b>\$916,382,294</b>	<b>556</b>	<b>\$7,494,871</b>	<b>0</b>	<b>\$923,877,165</b>	<b>556</b>



**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET**  
**REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

<b>DEPARTMENT: EXECUTIVE</b>	<b>FOR OPB USE ONLY</b>	
<b>AGENCY: Division of Administration</b>	<b>OPB LOG NUMBER</b>	<b>AGENDA NUMBER</b>
<b>SCHEDULE NUMBER: 01-107</b>		
<b>SUBMISSION DATE: April 12, 2023</b>	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER: 5 - Program Income</b>		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.  
The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2022-2023	ADJUSTMENT (+) or (-)	REVISED FY 2022-2023
<b>GENERAL FUND BY:</b>			
<b>FEES &amp; SELF-GENERATED</b>			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATUTORY DEDICATIONS</b>			
Granting Unserved Municipalities Broadband Opportunities Fund (V45)	\$90,000,000	\$0	\$90,000,000
Engineering Fees Subfund within the Water Sector Fund (V56)	\$5,000,000	\$0	\$5,000,000
Louisiana Tourism Revival Fund (V57)	\$15,000,000	\$0	\$15,000,000
Blue Tarp Fund (V51)	\$1,500,000	\$0	\$1,500,000
Political Subdivision Federal Grant Assistance Fund (V60)	\$1,500,000	\$0	\$1,500,000
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$113,000,000</b>	<b>\$0</b>	<b>\$113,000,000</b>

Use this section for additional Program Names, if needed.  
The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
<b>PROGRAM NAME:</b>						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. **FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.**

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?  
The source of funding is Fees and Self-generated Revenue (\$7,494,871), program income from Katrina/Rita and Gustav/Ike grants we are obligated to expend during the closeout phase of these grants.

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
<b>GENERAL FUND BY:</b>					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$7,494,871	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$7,494,871</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

3. If this action requires additional personnel, provide a detailed explanation below:  
This action does not require additional personnel.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.  
The Community Development Block Grant Program, Disaster Recovery Unit, is in the closeout phase of the Katrina/Rita and Gustav/Ike grants leading to an increase in obligating and expending remaining program income.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.  
Not applicable

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 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT**

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

This BA-7 will allow for the expenditure of funds for: 1) affordable housing; 2) the construction and installation of Turbine 7 by the Sewerage and Water Board of New Orleans; and 3) the longterm recovery from damage in various areas caused by Hurricanes Katrina, Rita, Gustav, and Ike which include damage to the economy, public safety, education, health care, and transportation among others.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. (Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2022-2023	ADJUSTMENT (+) OR (-)	REVISED FY 2022-2023

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. (For example: Are there any anticipated direct or indirect effects on program management or service recipients? Will this BA-7 have a positive or negative impact on some other program or agency?)

There is no direct impact on performance indicators.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

There are no performance indicators associated with this funding.

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

If this BA-7 is not approved, the ability to utilize program income will be hindered during the closeout of grants related to Hurricanes Katrina, Rita, Gustav, and Ike.

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 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Executive Administration

MEANS OF FINANCING:	CURRENT FY 2022-2023	REQUESTED ADJUSTMENT	REVISED FY 2022-2023	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
<b>GENERAL FUND BY:</b>							
Direct	\$60,876,155	\$0	\$60,876,155	\$0	\$0	\$0	\$0
Interagency Transfers	\$29,217,636	\$0	\$29,217,636	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$19,722,880	\$0	\$19,722,880	\$0	\$0	\$0	\$0
Statutory Dedications **	\$106,630,000	\$0	\$106,630,000	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$23,384,743	\$0	\$23,384,743	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$239,831,414</b>	<b>\$0</b>	<b>\$239,831,414</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$28,897,309	\$0	\$28,897,309	\$0	\$0	\$0	\$0
Other Compensation	\$771,795	\$0	\$771,795	\$0	\$0	\$0	\$0
Related Benefits	\$18,927,859	\$0	\$18,927,859	\$0	\$0	\$0	\$0
Travel	\$79,661	\$0	\$79,661	\$0	\$0	\$0	\$0
Operating Services	\$16,069,684	\$0	\$16,069,684	\$0	\$0	\$0	\$0
Supplies	\$1,173,384	\$0	\$1,173,384	\$0	\$0	\$0	\$0
Professional Services	\$1,378,561	\$0	\$1,378,561	\$0	\$0	\$0	\$0
Other Charges	\$132,015,820	\$0	\$132,015,820	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$40,287,578	\$0	\$40,287,578	\$0	\$0	\$0	\$0
Acquisitions	\$229,763	\$0	\$229,763	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$239,831,414</b>	<b>\$0</b>	<b>\$239,831,414</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	393	0	393	0	0	0	0
Unclassified	14	0	14	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>407</b>	<b>0</b>	<b>407</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	5	0	5	0	0	0	0
Non-TO FTE Positions	3	0	3	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>415</b>	<b>0</b>	<b>415</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*Dedicated Fund Accounts:</b>							
Reg. Fees & Self-generated	\$19,722,880	\$0	\$19,722,880	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>							
Energy Performance Contract Fund (V26)	\$30,000	\$0	\$30,000	\$0	\$0	\$0	\$0
State Emergency Response Fund (V29)	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0
Granting Unreserved Municipalities Broadband Opportunities Fund (V45)	\$90,000,000	\$0	\$90,000,000	\$0	\$0	\$0	\$0
Louisiana Tourism Revival Fund (V57)	\$15,000,000	\$0	\$15,000,000	\$0	\$0	\$0	\$0
Political Subdivision Federal Grant Assistance Fund (V60)	\$1,500,000	\$0	\$1,500,000	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0



STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Executive Administration

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 2 NAME: Community Development Block Grant (CDBG)

MEANS OF FINANCING:	CURRENT FY 2022-2023	REQUESTED ADJUSTMENT	REVISED FY 2022-2023	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
<b>GENERAL FUND BY:</b>							
Direct	\$655,802	\$0	\$655,802	\$0	\$0	\$0	\$0
Interagency Transfers	\$11,009,110	\$0	\$11,009,110	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$19,245,151	\$7,494,871	\$26,740,022	\$0	\$0	\$0	\$0
Statutory Dedications **	\$6,500,000	\$0	\$6,500,000	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$602,780,073	\$0	\$602,780,073	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$640,190,136</b>	<b>\$7,494,871</b>	<b>\$647,685,007</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$6,869,772	\$0	\$6,869,772	\$0	\$0	\$0	\$0
Other Compensation	\$391,216	\$0	\$391,216	\$0	\$0	\$0	\$0
Related Benefits	\$3,599,821	\$0	\$3,599,821	\$0	\$0	\$0	\$0
Travel	\$59,695	\$0	\$59,695	\$0	\$0	\$0	\$0
Operating Services	\$490,906	\$0	\$490,906	\$0	\$0	\$0	\$0
Supplies	\$35,830	\$0	\$35,830	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$623,296,893	\$7,494,871	\$630,791,764	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$5,446,003	\$0	\$5,446,003	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$640,190,136</b>	<b>\$7,494,871</b>	<b>\$647,685,007</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	18	0	18	0	0	0	0
Unclassified	72	0	72	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>90</b>	<b>0</b>	<b>90</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	37	0	37	0	0	0	0
Non-TO FTE Positions	2	0	2	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>129</b>	<b>0</b>	<b>129</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*Dedicated Fund Accounts:</b>							
Reg. Fees & Self-generated	\$19,245,151	\$7,494,871	\$26,740,022	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>							
Engineering Fees Subfund within the Water Sector Fund (V56)	\$5,000,000	\$0	\$5,000,000	\$0	\$0	\$0	\$0
Blue Tarp Fund (V51)	\$1,500,000	\$0	\$1,500,000	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 2 NAME: Community Development Block Grant (CDBG)

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
<b>AMOUNT</b>	\$0	\$0	\$7,494,871	\$0	\$0	\$7,494,871
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$7,494,871	\$0	\$0	\$7,494,871
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,494,871</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,494,871</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

STATE OF LOUISIANA  
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 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 3 NAME: Auxiliary Account

MEANS OF FINANCING:	CURRENT FY 2022-2023	REQUESTED ADJUSTMENT	REVISED FY 2022-2023	ADJUSTMENT: OUTYEAR PROJECTIONS			
				FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
<b>GENERAL FUND BY:</b>							
Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$31,852,316	\$0	\$31,852,316	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$4,508,428	\$0	\$4,508,428	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$36,360,744</b>	<b>\$0</b>	<b>\$36,360,744</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$36,360,744	\$0	\$36,360,744	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$36,360,744</b>	<b>\$0</b>	<b>\$36,360,744</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	12	0	12	0	0	0	0
Unclassified	0	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>12</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>12</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*Dedicated Fund Accounts:</b>							
Reg. Fees & Self-generated	\$4,508,428	\$0	\$4,508,428	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 3 NAME: Auxiliary Account

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$0	\$0	\$0	\$0
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$0	\$0	\$0	\$0
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	0	0	0	0
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## BA-7 QUESTIONNAIRE

(Please reference question numbers, provide detailed information and use continuation sheets as needed.)

### GENERAL PURPOSE

The purpose of this BA-7 is to increase Fees and Self-generated Revenue budget authority in the Community Development Block Grant Program, Disaster Recovery Unit, to allow for the expenditure of \$7,494,871 in program income from Katrina/Rita and Gustav/Ike grants we are obligated to expend during the closeout phase of these grants.

### REVENUES

\$7,494,871 Fees and Self-generated Revenue - Program Income  
\$7,494,871

### EXPENDITURES

\$7,494,871 Other Charges  
\$7,494,871

### OTHER

Budget Contact Name: Ashley Dromgoole

Title: Budget Administrator, Office of Finance and Support Services

Email: Ashley.Dromgoole2@la.gov

Phone Number: 225-342-5226

BA-7 SUPPORT INFORMATION

Updated: 4/3/2023

<b>K/R</b>	<b>Revenue Source</b>	<b>Program Income</b>
	OFSS Cash Balance	36,636,807
	Available Cash	36,636,807

CEA/ Task Orders	Anticipated Expenditures	
	FY 2023	FY 2024
<i>Program Name</i>		
Cardinal Cove Building Renovations	52,677	-
CNO Affordable Housing	-	899,000
CNO Affordable Housing -Direct Homebuyer	1,968,653	610,383
Compass	-	477,836
Louisiana Housing Corporation	-	484,004
Louisiana Housing Corporation	-	14,009
Piggyback - Iberville On-Site Phase II	10,340	-
Piggyback - Iberville On-Site Phase III	196,212	-
Piggyback - Iberville On-Site Phase IV	75,000	-
LHC/Piggyback Iberville On-Site Phase VII	9,404	-
LHC/Piggyback SPB L9	252,500	-
H3C, L.L.C.	1,253,777	-
Plaquemines Housing Project - Glen Oaks Apartments aka Belle Chase and or St. Clair Estates	-	1,886,146
PSH	70,305	-
St. Bernard	9,390	-
PI transferred into a new Affordable Housing Revolving Loan Fund	-	14,870,732
<b>Total Affordable Housing</b>	<b>3,898,256</b>	<b>19,242,111</b>
SWBNO Turbine	2,444,202	7,440,297
<b>Total Turbine 7 Construction</b>	<b>2,444,202</b>	<b>7,440,297</b>
Pan American Engineers	146,654	36,287
NORA FACADE 2.0	-	205,091
City of New Orleans	-	141,948
Jefferson Parish LTRC - Bucktown Bird's Nest Learning Pavilion	81,961	-
<b>Total longterm recovery from damage to the economy, public safety, education, health care, etc</b>	<b>228,615</b>	<b>383,326</b>
Parish Held PI transferred to CDBG program	-	3,000,000
<b>Total Transfer to local CDBG programs</b>	<b>-</b>	<b>3,000,000</b>
<b>Total Obligated</b>	<b>6,571,074</b>	<b>30,065,733</b>

Updated: 4/3/2023


<b>G/I</b>	<i>Revenue Source</i>	<i>Program Income</i>
	OFSS Cash Balance	12,351,972
	Available Cash	12,351,972

CEA/ Task Orders	Anticipated Expenditures	
	<i>Program Name</i>	<i>FY 2023</i>
Pan American Engineers EBR RHPP	-	17,225
Compass	-	90,000
<b>Total Affordable Housing</b>	-	<b>107,225</b>
Amite River Basin	-	43,733
Healthy Food Retail Initiative	923,797	-
GI Piggyback Project Delivery	-	48,739
Terrebonne - Infill Project	-	482,025
Terrebonne - Parkwood Place Soft Second Mortgage Program	-	358,000
<b>Total longterm recovery from damage to the economy, public safety, education, health care, etc</b>	<b>923,797</b>	<b>932,496</b>
Terrebonne Transfer	-	10,388,454
<b>Total Transfer to local CDBG programs</b>	-	<b>10,388,454</b>
<b>Total Obligated</b>	<b>923,797</b>	<b>11,428,175</b>



			Anticipated Remaining Expenditures			
			Cash Balance as of 4/3/23	FY2023	FY2024	Unused Cash Balance
KR- PI	DRU KATRINA & RITA HOUSING PI EXPENSE	1073013951	36,636,807.05	6,571,074	30,065,733	-
GI-PI	DRU GUSTAV & IKE INCOME EXPENSE	1073013983	12,351,971.89	923,797	11,428,175	-
			<u>48,988,778.94</u>	<u>7,494,870.56</u>	<u>41,493,908.38</u>	-

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

DEPARTMENT: ANCILLARY APPROPRIATIONS		FOR OPB USE ONLY				
AGENCY: Louisiana Property Assistance Agency		OPB LOG NUMBER <b>105</b>		AGENDA NUMBER <b>2</b>		
SCHEDULE NUMBER: 21-806		Approval and Authority:				
SUBMISSION DATE: April 12, 2023						
AGENCY BA-7 NUMBER: 1						
HEAD OF BUDGET UNIT: Richard Janis						
TITLE: Director						
SIGNATURE <small>(Certifies that the information provided is correct and true to the best of your knowledge):</small> 						
<b>MEANS OF FINANCING</b>	<b>CURRENT FY 2022-2023</b>	<b>ADJUSTMENT (+) or (-)</b>		<b>REVISED FY 2022-2023</b>		
<b>GENERAL FUND BY:</b>						
DIRECT	\$0	\$0		\$0		
INTERAGENCY TRANSFERS	\$1,615,846	\$0		\$1,615,846		
FEES & SELF-GENERATED	\$7,076,522	\$1,450,000		\$8,526,522		
Regular Fees & Self-generated	\$7,076,522	\$1,450,000		\$8,526,522		
Subtotal of Fund Accounts from Page 2	\$0	\$0		\$0		
STATUTORY DEDICATIONS	\$0	\$0		\$0		
[Select Statutory Dedication]	\$0	\$0		\$0		
[Select Statutory Dedication]	\$0	\$0		\$0		
Subtotal of Dedications from Page 2	\$0	\$0		\$0		
FEDERAL	\$0	\$0		\$0		
<b>TOTAL</b>	<b>\$8,692,368</b>	<b>\$1,450,000</b>		<b>\$10,142,368</b>		
AUTHORIZED POSITIONS	37	0		37		
AUTHORIZED OTHER CHARGES	0	0		0		
NON-TO FTE POSITIONS	5	0		5		
<b>TOTAL POSITIONS</b>	<b>42</b>	<b>0</b>		<b>42</b>		
<b>PROGRAM EXPENDITURES</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>	<b>DOLLARS</b>	<b>POS</b>
<b>PROGRAM NAME:</b>						
Louisiana Property Assistance	\$8,692,368	42	\$1,450,000	0	\$10,142,368	42
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
Subtotal of programs from Page 2	\$0	0	\$0	0	\$0	0
<b>TOTAL</b>	<b>\$8,692,368</b>	<b>42</b>	<b>\$1,450,000</b>	<b>0</b>	<b>\$10,142,368</b>	<b>42</b>



**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET**  
**REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

<b>DEPARTMENT: ANCILLARY APPROPRIATIONS</b>	<b>FOR OPB USE ONLY</b>	
<b>AGENCY: Louisiana Property Assistance Agency</b>	OPB LOG NUMBER	AGENDA NUMBER
<b>SCHEDULE NUMBER: 21-806</b>		
<b>SUBMISSION DATE: April 12, 2023</b>	<b>ADDENDUM TO PAGE 1</b>	
<b>AGENCY BA-7 NUMBER: 1</b>		

Use this section for additional Dedicated Fund Accounts or Statutory Dedications, if needed.  
 The subtotal will automatically be transferred to Page 1.

MEANS OF FINANCING	CURRENT FY 2022-2023	ADJUSTMENT (+) or (-)	REVISED FY 2022-2023
<b>GENERAL FUND BY:</b>			
<b>FEES &amp; SELF-GENERATED</b>			
[Select Fund Account]	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>STATUTORY DEDICATIONS</b>			
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Use this section for additional Program Names, if needed.  
 The subtotal will automatically be transferred to Page 1.

PROGRAM EXPENDITURES	DOLLARS	POS	DOLLARS	POS	DOLLARS	POS
<b>PROGRAM NAME:</b>						
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
	\$0	0	\$0	0	\$0	0
<b>SUBTOTAL (to Page 1)</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

Policy and Procedure Memorandum No. 52, Revised, requires that all Requests for Changes in Appropriation be fully documented. At a minimum, the following questions and statements must be answered. Use Continuation Sheets as needed. **FAILURE TO ANSWER ALL QUESTIONS COMPLETELY WILL BE CAUSE TO RETURN THIS DOCUMENT WITHOUT ACTION.**

1. What is the source of funding (if other than General Fund (Direct))? Specifically identify any grant or public law and the purposes of the funds, if applicable. A copy of any grant application and the notice of approved grant or appropriation must accompany the BA-7. What are the expenditure restrictions of the funds?  
This BA-7 requests \$1,450,000 in Fees & Self-generated budget authority in order to reimburse funds to the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for the sale of movable property.

2. Enter the financial impact of the requested adjustment for the next four fiscal years.

MEANS OF FINANCING OR EXPENDITURE	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
<b>GENERAL FUND BY:</b>					
DIRECT	\$0	\$0	\$0	\$0	\$0
INTERAGENCY TRANSFERS	\$0	\$0	\$0	\$0	\$0
FEES & SELF-GENERATED	\$1,450,000	\$0	\$0	\$0	\$0
STATUTORY DEDICATIONS	\$0	\$0	\$0	\$0	\$0
FEDERAL	\$0	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$1,450,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

3. If this action requires additional personnel, provide a detailed explanation below:  
This action does not require additional personnel.

4. Explain why this request can't be postponed for consideration in the agency's budget request for next fiscal year.

If this BA-7 is not approved, LPAA will not have sufficient budget authority to reimburse GOHSEP for the sale of their movable property.

5. Is this an after the fact BA-7, e.g.; have expenditures been made toward the program this BA-7 is for? If yes, explain per PPM No.52.

Not applicable

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

**PERFORMANCE IMPACT OF MID-YEAR BUDGET ADJUSTMENT**

1. Identify and explain the programmatic impacts (positive or negative) that will result from the approval of this BA-7.

LPAA will have sufficient budget authority to reimburse GOHSEP for their portion owed from the auction sale with approval of this BA-7.

2. Complete the following information for each objective and related performance indicators that will be affected by this request. (Note: Requested adjustments may involve revisions to existing objectives and performance indicators or creation of new objectives and performance indicators. Repeat this portion of the request form as often as necessary.)

OBJECTIVE:

LEVEL	PERFORMANCE INDICATOR NAME	PERFORMANCE STANDARD		
		CURRENT FY 2022-2023	ADJUSTMENT (+) OR (-)	REVISED FY 2022-2023

JUSTIFICATION FOR ADJUSTMENT(S): Explain the necessity of the adjustment(s).

3. Briefly explain any performance impacts other than or in addition to effects on objectives and performance indicators. (For example: Are there any anticipated direct or indirect effects on program management or service recipients? Will this BA-7 have a positive or negative impact on some other program or agency?)

There is no direct impact on performance indicators.

4. If there are no performance impacts associated with this BA-7 request, then fully explain this lack of performance impact.

Not Applicable

5. Describe the performance impacts of failure to approve this BA-7. (Be specific. Relate performance impacts to objectives and performance indicators.)

Failure to approve this BA-7 will result in GOHSEP not receiving timely reimbursement for the sale of their movable property.

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Louisiana Property Assistance

MEANS OF FINANCING:	CURRENT FY 2022-2023	REQUESTED ADJUSTMENT	REVISED FY 2022-2023	ADJUSTMENT OUTYEAR PROJECTIONS			
				FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027
<b>GENERAL FUND BY:</b>							
Direct	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$1,615,846	\$0	\$1,615,846	\$0	\$0	\$0	\$0
Fees & Self-Generated *	\$7,076,522	\$1,450,000	\$8,526,522	\$0	\$0	\$0	\$0
Statutory Dedications **	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL MOF</b>	<b>\$8,692,368</b>	<b>\$1,450,000</b>	<b>\$10,142,368</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>EXPENDITURES:</b>							
Salaries	\$1,649,445	\$0	\$1,649,445	\$0	\$0	\$0	\$0
Other Compensation	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0
Related Benefits	\$1,068,084	\$0	\$1,068,084	\$0	\$0	\$0	\$0
Travel	\$20,100	\$0	\$20,100	\$0	\$0	\$0	\$0
Operating Services	\$1,364,944	\$0	\$1,364,944	\$0	\$0	\$0	\$0
Supplies	\$135,880	\$0	\$135,880	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$184,064	\$0	\$184,064	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$3,948,851	\$1,450,000	\$5,398,851	\$0	\$0	\$0	\$0
Acquisitions	\$221,000	\$0	\$221,000	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$8,692,368</b>	<b>\$1,450,000</b>	<b>\$10,142,368</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>							
Classified	37	0	37	0	0	0	0
Unclassified	0	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>37</b>	<b>0</b>	<b>37</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Charges Positions	0	0	0	0	0	0	0
Non-TO FTE Positions	5	0	5	0	0	0	0
<b>TOTAL POSITIONS</b>	<b>42</b>	<b>0</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>*Dedicated Fund Accounts:</b>							
Reg. Fees & Self-generated	\$7,076,522	\$1,450,000	\$8,526,522	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Fund Account]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**Statutory Dedications:</b>							
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[Select Statutory Dedication]	\$0	\$0	\$0	\$0	\$0	\$0	\$0

STATE OF LOUISIANA  
 DIVISION OF ADMINISTRATION, OFFICE OF PLANNING AND BUDGET  
 REQUEST FOR MID-YEAR BUDGET ADJUSTMENT

**PROGRAM LEVEL REQUEST FOR MID-YEAR BUDGET ADJUSTMENT**

PROGRAM 1 NAME: Louisiana Property Assistance

MEANS OF FINANCING:	State General Fund	Interagency Transfers	Fees & Self-Generated Revenues	Statutory Dedications	Federal Funds	TOTAL
AMOUNT	\$0	\$0	\$1,450,000	\$0	\$0	\$1,450,000
<b>EXPENDITURES:</b>						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Other Compensation	\$0	\$0	\$0	\$0	\$0	\$0
Related Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Operating Services	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Other Charges	\$0	\$0	\$0	\$0	\$0	\$0
Debt Services	\$0	\$0	\$0	\$0	\$0	\$0
Interagency Transfers	\$0	\$0	\$1,450,000	\$0	\$0	\$1,450,000
Acquisitions	\$0	\$0	\$0	\$0	\$0	\$0
Major Repairs	\$0	\$0	\$0	\$0	\$0	\$0
UNALLOTTED	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,450,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,450,000</b>
<b>OVER / (UNDER)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>POSITIONS</b>						
Classified	0	0	37	0	0	37
Unclassified	0	0	0	0	0	0
<b>TOTAL T.O. POSITIONS</b>	<b>0</b>	<b>0</b>	<b>37</b>	<b>0</b>	<b>0</b>	<b>37</b>
Other Charges Positions	0	0	0	0	0	0
Non-TO FTE Positions	0	0	5	0	0	5
<b>TOTAL POSITIONS</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>42</b>

## BA-7 QUESTIONNAIRE

(Please reference question numbers, provide detailed information and use continuation sheets as needed.)

### GENERAL PURPOSE

This BA-7 requests Fees & Self-generated authority in order to reimburse GOHSEP for projected outstanding funds payable for the sale of movable property. Louisiana Property Assistance Agency (LPAA) is responsible for the control and disposition of all state movable property. As such, LPAA routinely sells surplus property on behalf of state agencies and reimburses agencies a portion of revenue received. LPAA will host an auction lot of 200 Hurricane Ida campers in May, generating approximately \$1,600,000 in sales requiring LPAA to reimburse GOHSEP approximately 90% or \$1,450,000. This unanticipated event falls outside of the previously projected amount that was used budgetary purposes thus necessitating the need for this BA-7 request.

### REVENUES

\$1,450,000 Fees & Self-generated Revenue received from the sale of surplus property on behalf of state agencies. R.S. 39:330.1

\$1,450,000

### EXPENDITURES

\$1,450,000 IAT expenditures

\$1,450,000

### OTHER

Budget Contact Name: Ashley Dromgoole

Title: Budget Director

Email: Ashley.Dromgoole@la.gov

Phone Number: 225-342-5226

### BA-7 SUPPORT INFORMATION



# Agenda Item #3

## Facility Planning and Control Agenda

**DIVISION OF ADMINISTRATION**  
**Facility Planning & Control**

**JOINT LEGISLATIVE COMMITTEE**  
**ON THE**  
**BUDGET**

**Briefing Book**

**FOR**

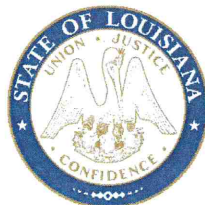
**May 2023**

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**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET**  
**May 2023**

<b>Supplemental Funds Request</b>	<b>1</b>
Interagency Transfer of Federal Funds	
Northeast Louisiana Veterans Cemetery Addition of 1,000 In-ground Burial Crypts and Other Improvements Rayville, Louisiana Project Number: 03-130-22-02	
<b>Supplemental Funds Request</b>	<b>2</b>
Public Safety Building Southern University Baton Rouge, Louisiana Project No. 01-107-06-17, F.01004391	
<b>Supplemental Funds Request</b>	<b>3</b>
Global Innovation and Welcome Center Southern University Baton Rouge, Louisiana Project No. 01-107-06-17, F.01004393	
<b>Reporting of Change Orders over \$50,000 and Under \$100,000</b>	<b>4</b>
1) Sprinkler System Repairs	
Main Hospital Building	
Our Lady of the Angels Facility	
Bogalusa, Louisiana	
Project No.: 01-107-18-02, F.01004110	
2) New ADA-Compliant Holding Cells	
Louisiana State Penitentiary	
Angola, Louisiana	
Project No.: 01-107-18-02, F.01003877	
3) Non-State Capitol Outlay Project	
Street Rehabilitation and Extension Planning and Construction (Phase 2)	
Leesville, Louisiana	
Project No.: 50-MG3-14-02, F.50001001	
4) Non-State Capitol Outlay Project	
Woodland West Drainage Improvements	
Jefferson Parish	
Project No.: 50-J26-08B-08, F.5000658	

Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

April 11, 2023

The Honorable Jerome Zeringue, Chairman  
Joint Legislative Committee on the Budget  
P.O. Box 44294 Capitol Station  
Baton Rouge, Louisiana 70804

**RE: Supplemental Funds Request  
Interagency Transfer of Federal Funds  
Northeast Louisiana Veterans Cemetery Addition of  
1,000 In-ground Burial Crypts and Other Improvements  
Rayville, Louisiana  
Project Number: 03-130-22-02**

Dear Representative Zeringue:

Act 117 of 2022 allocated \$947,940 from Federal funds via interagency transfers for the subject project. In October, 2022, the Louisiana Department of Veterans Affairs (LDVA) received a Notice of Intent for a Federal Grant from the U.S. Veterans Administration (USVA) of up to \$1,100,000 for the project.

This project consists of the installation of 1,000 in-ground burial crypts for casket burials and other improvements, including the cost to purchase the crypts. The project is currently in design, and in December, 2022 the USVA advised that additional funds from Veterans Benefits will be available for the purchase of the crypts. The cost of the crypts is estimated at \$1,000,000. In addition, should the USVA agree to fund additional improvements, LDVA would like to be positioned to accept \$750,000 in addition to the crypts' cost.

Therefore, we are requesting the Committee to approve an increase in supplemental Federal funds in the amount of \$1,750,000. Please place this item on the agenda for the next meeting of the committee.

Sincerely,

Roger E. Husser, Jr.  
FP&C Director

Recommended for

Approval: \_\_\_\_\_

Mark A. Moses  
Assistant Commissioner

Approved: \_\_\_\_\_

Jay Dardenne  
Commissioner of Administration

CC: Ms. Julie Baxter Payer, LDVA  
Mr. Ted Krumm, LDVA  
Mr. Joey Strickland, LDVA  
Mr. Perry Sims  
Ms. Lisa Smeltzer, FPC  
Ms. Sue Gerald, FPC  
Mr. Bobby Boudreaux, FPC  
Ms. Ternisa Hutchinson, OPB  
Mr. Samuel Roubique, OPB  
Mr. Paul Fernandez, OPB  
Ms. Linda Hopkins, House Fiscal Division  
Mr. Mark Mahaffey, House Fiscal Division  
Mr. Daniel Waguespack, House Fiscal Division  
Ms. Summer Metoyer, House Fiscal Division  
Ms. Bobbie Hunter, Senate Fiscal Division  
Ms. Debra Vivien, Senate Fiscal Division  
Ms. Raynel Gascon, Senate Fiscal Division

Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

February 22, 2023

The Honorable Jerome Zeringue, Chairman  
Joint Legislative Committee on the Budget  
P.O. Box 44294 Capitol Station  
Baton Rouge, Louisiana 70804

**RE: Supplemental Funds Request  
Public Safety Building  
Southern University  
Baton Rouge, Louisiana  
Project No. 01-107-06-17, F.01004391**

Dear Representative Zeringue:

Southern University received approval at the October 21, 2022 Joint Legislative Committee on the Budget to undertake the planning, design, and construction of a new building to house the Public Safety Unit. The total project cost will be entirely funded with U.S. Federal Government Higher Education Emergency Relief Funds (HEERF).


Southern University is requesting permission to supplement the project with additional U.S Federal Government Higher Education Emergency Relief Funds (HEERF) in the amount of \$500,000. This will provide adequate project funds to include the intended scope of the project. The project budget will be increased to \$2,000,000.

Please place this item on the agenda for the next meeting of the Committee.

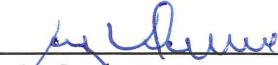
Sincerely,

Roger E. Husser, Jr.  
FP&C Director

Recommended for  
Approval: \_\_\_\_\_

  
Mark A. Moses  
Assistant Commissioner

Approved: \_\_\_\_\_

  
Jay Dardenne  
Commissioner of Administration

CC: Mr. Kenneth Dawson, SUS  
Mr. James Pugh, FPC  
Ms. Lisa Smeltzer, FPC  
Ms. Sue Gerald, FPC  
Mr. Bobby Boudreaux, FPC  
Ms. Ternisa Hutchinson, OPB  
Mr. Samuel Roubique, OPB  
Mr. Paul Fernandez, OPB  
Ms. Linda Hopkins, House Fiscal Division  
Mr. Mark Mahaffey, House Fiscal Division  
Mr. Daniel Waguespack, House Fiscal Division  
Ms. Summer Metoyer, House Fiscal Division  
Ms. Bobbie Hunter, Senate Fiscal Division  
Ms. Debra Vivien, Senate Fiscal Division  
Ms. Raynel Gascon, Senate Fiscal Division

Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

February 22, 2023

The Honorable Jerome Zeringue, Chairman  
Joint Legislative Committee on the Budget  
P.O. Box 44294 Capitol Station  
Baton Rouge, Louisiana 70804

**RE: Supplemental Funds Request  
Global Innovation and Welcome Center  
Southern University  
Baton Rouge, Louisiana  
Project No. 01-107-06-17, F.01004393**

Dear Representative Zeringue:

Southern University received approval at the October 21, 2022 Joint Legislative Committee on the Budget to undertake the planning, design, and construction of a new building to house the Welcome Center, Traffic and Parking Operations, International Affairs and Research and Strategic Initiatives. The total project cost was intending to be funded entirely with U.S. Federal Government Higher Education Emergency Relief Funds (HEERF).

Southern University is requesting permission to supplement the project with additional U.S Federal Title III grant funds in the amount of \$1,800,000. This will provide adequate project funds to include the intended scope of the project. The project budget will be increased to \$5,000,000.

Please place this item on the agenda for the next meeting of the Committee.

Sincerely,

Roger E. Husser, Jr.  
FP&C Director

Recommended for  
Approval: \_\_\_\_\_

Mark A. Moses  
Assistant Commissioner

Approved: \_\_\_\_\_

Jay Dardenne  
Commissioner of Administration



CC: Mr. Kenneth Dawson, SUS  
Mr. James Pugh, FPC  
Ms. Lisa Smeltzer, FPC  
Ms. Sue Gerald, FPC  
Mr. Bobby Boudreaux, FPC  
Ms. Ternisa Hutchinson, OPB  
Mr. Samuel Roubique, OPB  
Mr. Paul Fernandez, OPB  
Ms. Linda Hopkins, House Fiscal Division  
Mr. Mark Mahaffey, House Fiscal Division  
Mr. Daniel Waguespack, House Fiscal Division  
Ms. Summer Metoyer, House Fiscal Division  
Ms. Bobbie Hunter, Senate Fiscal Division  
Ms. Debra Vivien, Senate Fiscal Division  
Ms. Raynel Gascon, Senate Fiscal Division

Office of the Commissioner  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

April 11, 2023

The Honorable Jerome Zeringue, Chairman  
Joint Legislative Committee on the Budget  
P.O. Box 44294 Capitol Station  
Baton Rouge, Louisiana 70804

**RE: Reporting of Change Orders over \$50,000 and Under \$100,000  
Facility Planning and Control**

Dear Representative Zeringue:

In accordance with R.S. 39:126 any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require committee approval. Pursuant to this authority Facility Planning & Control has issued change orders which are itemized on the attached list.

Please place this item on the agenda for the next meeting of the committee.

Sincerely,

Handwritten signature of Roger E. Husser, Jr. in blue ink.

Roger E. Husser, Jr.  
FP&C Director

Recommended for  
Approval: \_\_\_\_\_

Handwritten signature of Mark A. Moses in blue ink.  
Mark A. Moses  
Assistant Commissioner

Approved: \_\_\_\_\_

Handwritten signature of Jay Dardenne in blue ink, circled in blue.  
Jay Dardenne  
Commissioner of Administration

CC: Ms. Lisa Smeltzer, FPC  
Ms. Sue Gerald, FPC  
Mr. Bobby Boudreaux, FPC  
Ms. Ternisa Hutchinson, OPB  
Mr. Samuel Roubique, OPB  
Mr. Paul Fernandez, OPB  
Ms. Linda Hopkins, House Fiscal Division  
Mr. Mark Mahaffey, House Fiscal Division  
Mr. Daniel Waguespack, House Fiscal Division  
Ms. Summer Metoyer, House Fiscal Division  
Ms. Bobbie Hunter, Senate Fiscal Division  
Ms. Debra Vivien, Senate Fiscal Division  
Ms. Raynel Gascon, Senate Fiscal Division

**Reporting of Change Orders over \$50,000 and under \$100,000  
Facility Planning and Control**

**1. Sprinkler System Repairs, Main Hospital Building, Our Lady of the Angels Facility**

**Bogalusa, Louisiana**

**Project No.: 01-107-18-02, F.01004110**

**State ID: S03687**

**Site Code: 2-59-027**

**Date of Contract: February 7, 2022**

**Original Contract Amount: \$825,000.00**

**Changes by previous change orders:**

Change Order No. 1: \$0.00

**Contract amount increased by this Change Order #2: \$65,370.00**

**New contract sum: \$890,370.00**

Change Order No. 2 increases the project amount due to changes required by the State Fire Marshal upon inspection, including the replacement of windows and installation of additional sprinklers. The funds will come from the project's contingencies.

**2. New ADA-Compliant Holding Cells, Louisiana State Penitentiary**

**Angola, Louisiana**

**Project No.: 01-107-18-02, F.01003877**

**State ID: S03723, S03935, S03955**

**Site Code: 2-63-003**

**Date of Contract: September 27, 2022**

**Original Contract Amount: \$1,768,000.00**

**Changes by previous change orders:**

Change Order No. 1: (\$25,000.00)

**Contract amount increased by Change Order 2: \$65,369.00**

**New contract sum: \$1,808,369.00**

Change Order No. 2 increases the contract amount to provide code-compliant electric conduit and wiring to power the new lighting fixtures. Existing wiring was not up to code, and presented a hazard. This amount was found to be cost-reasonable and is being covered by the project contingency.

**3. Non-State Capitol Outlay Project**

**Street Rehabilitation and Extension Planning and Construction (Phase 2)**

**Leesville, Louisiana**

**Project No.: 50-MG3-14-02, F.50001001**

**State ID: N/A**

**Site Code: N/A**

**Date of Contract: August 22, 2022**

**Original Contract Amount: \$294,819.34**

**Changes by previous change orders:**

None

**Contract amount increased by this change order: \$85,864.80**

**New contract sum: \$380,684.14**

Change Order No. 1 increases tonnage of asphalt concrete that is required for rehabilitation of the road over the base bid amount. A unit price is being used that was required and submitted as part of the bidding process for this project.

**4. Non-State Capitol Outlay Project**

**Woodland West Drainage Improvements**

**Jefferson Parish**

**Project No.: 50-J26-08B-08, F.5000658**

**State ID: N/A**

**Site Code: N/A**

**Date of Contract: November 18, 2019**

**Original Contract Amount: \$1,179,212.00**

**Changes by previous change orders:**

None

**Contract amount increased by this change order: \$94,232.78**

**New contract sum: \$1,273,344.78**

Change Order No. 1 is for the final construction balancing of quantities for the project.

# Agenda Item #4

Review and approval of  
a contract extension  
between the Louisiana  
Military Department  
and Imagine Learning,  
LLC



# State of Louisiana

JOHN BEL EDWARDS  
GOVERNOR

LOUISIANA NATIONAL GUARD  
OFFICE OF THE ADJUTANT GENERAL  
6400 St. Claude Avenue  
Jackson Barracks  
New Orleans, LA 70117

D. KEITH WADDELL  
MAJOR GENERAL  
THE ADJUTANT GENERAL

March 7, 2023

**SUBJECT: RFP112PSCLA21-A-004, Course Choice and Credit Recovery Initiative, Youth Challenge Program (YCP), Statewide, Louisiana (LA21-A-004, PO#2000661667)**

Mr. Mark Mahaffey  
Director, House Fiscal Division  
Joint Legislative Committee on Budget  
P.O. Box 44294  
Baton Rouge, Louisiana 70804

Dear Mr. Mahaffey:

We are requesting to be on the agenda for the April 21, 2023 Joint Legislative Committee on the Budget meeting.

Please consider this justification to exercise existing language to extend the current contract an additional twenty-four (24) months under the same rates, terms and conditions. The Louisiana Military Department (LMD) is requesting to Amend the RFP# 112PSCLA21-A-004 Course Choice Credit Recovery Initiative from the current three (3) years consulting services contract with Imagine Learning, L.L.C. extending services an additional twenty-four (24) months making a new contract end date of June 30, 2026.

The original contract was approved by the Office of State Procurement on September 29, 2021. The contract provides services to cadets in the Youth Challenge Program (YCP), throughout the state of Louisiana, to continue pursuit of a High School Diploma through either course credits recovered or initial attainment via online learning modules.

This extension is the best interest of the Louisiana Military Department because the Contractor has committed to extending the current rates, terms and conditions, and continues necessary services from the same Contractor.

If you have any questions, please call the undersigned at (318) 641-5396 or by email at [owen.w.monconduit.nfg@army.mil](mailto:owen.w.monconduit.nfg@army.mil).

Sincerely,

*Owen W. Monconduit*

Owen W. Monconduit  
Brigadier General (Ret)  
Louisiana Military Department  
Deputy Director, Contracting & Purchasing

Enclosure

Cf:  
LTC Kenneth Paul

Office of State Procurement  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

March 2, 2023

TO: Brigadier General (Ret). Owen W. Monconduit  
Louisiana Military Department  
Deputy Director, Contracting and Purchasing

FROM: Ms. Pamela Bartfay Rice, Esq., CPPO  
Assistant Director, Professional Contracts

RE: OSP Approval for JLCB  
LaGov PO/Contract # 2000661667/Amendment 2  
Imagine Learning, LLC

The above referenced amendment has been reviewed by the Office of State Procurement. The document complies with the State Procurement Code and is ready for submission to the Joint Legislative Committee on the Budget. Upon approval of the proposed term extension, in accordance with La. R.S. 39:1615(J), please return the "**Agency Memo to OSP After JLCB Approval**," along with the stamped amendment from the JLCB.

**The amendment will not receive final approval by OSP until all required reviews are complete and it is submitted to OSP in LaGov, Proact, or LESA, as applicable.**

If you should have any further questions/comments, please do not hesitate to contact Pam Rice at OSP.



**AMENDMENT # 2 TO LA21-A-004 BETWEEN  
LOUISIANA MILITARY DEPARTMENT**

**AND**

**IMAGINE LEARNING, L.L.C.  
8860 E. SHAPARRAL ROAD, SUITE 100  
SCOTTSDALE, AZ 85250**

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**Amendment Provisions:** This Amendment is made and entered into between the Louisiana Military Department, represented by Brigadier General (Ret), Owen W. Monconduit, hereafter referred to as **LMD**, and Imagine Learning, L.L.C., represented by undersigned, herein referred to as **Contractor**.

In consideration of the mutual promises contained herein, the parties hereby agree to the following Amendment and, intended to be mutually bound, the parties hereby agree as indicated below:

**INCREASE** the total amount of the Contract to read **\$500,000.00** due to the following: (1) Additional twenty-four (24) months to extend the contract to **June 30, 2026**. (2) Additional estimated funding in the amount of **\$200,000.00**.

New contract completion date is **June 30, 2026**.

Total Cost of this Amendment is **\$200,000.00**

Amendment becomes effective upon approval by the Joint Legislative Committee on the Budget followed by written approval from the Office of State Procurement.

**Justification for Amendment;** 1) LMD is exercising the contract provision to extend the contract an additional twenty-four (24) months. 2) The twenty-four (24) month extension is at the same rate, terms and conditions of the original contract.

This Amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. All other terms and conditions contained in the basic Agreement remain the same and remain unchanged.

The Parties agree that a manually signed copy of this Amendment and any other document(s) attached that is delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement and/or Amendment(s). No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement and/or subsequent Amendment(s).

**IN WITNESS THEREOF**, this Amendment is signed and entered into on the date indicated below:

**APPROVED:**

  
\_\_\_\_\_  
(Signature) 1/31/23  
(Date)

Name: DAVID ALDERSLADE  
Imagine Learning, L.L.C.  
Title: EXECUTIVE VP & CFO

**LOUISIANA MILITARY DEPARTMENT**

B23 Ret Owen Monconduit January 31, 2023  
\_\_\_\_\_  
(Signature) (Date)

Agency's Name: Owen W. Monconduit  
Brigadier General (Ret), Louisiana Military Department  
Agency's Title: Deputy Director, Contracting & Purchasing



# State of Louisiana

JOHN BEL EDWARDS  
GOVERNOR

LOUISIANA NATIONAL GUARD  
OFFICE OF THE ADJUTANT GENERAL  
6400 St. Claude Avenue  
Jackson Barracks  
New Orleans, LA 70117

D. KEITH WADDELL  
MAJOR GENERAL  
THE ADJUTANT GENERAL

September 29, 2021

**SUBJECT: Notice to Proceed to Contract, RFP112PSCLA21-A-004, Course Choice and Credit Recovery Initiative with the Youth Challenge Program (YCP), Statewide, Louisiana (PO#2000602192)**

Edgenuity Inc.  
Attn: Mr. David Alderslade  
8860 E. Chaparral Road, Suite 100  
Scottsdale, Arizona 85250

Dear Mr. Alderslade:

You are hereby notified to commence work on the above subject contract. Your contract completion date is therefore **June 30, 2024**. Please note of the change in the Purchase Order number to 2000602192 (attached).

Work shall be in accordance with the terms of Contract # (LA21-A-004) enclosed.

If you have any questions concerning the above, please call the undersigned at 318-641-5359.

Sincerely,

A handwritten signature in blue ink that reads "Owen W. Monconduit".

Owen W. Monconduit  
Brigadier General (Ret)  
Louisiana Military Department  
Deputy Director, Contracting and Purchasing

Enclosures

CF:  
LTC Kenneth Paul  
Ms. Timberly Deville



## Office of State Procurement Contract Certification of Approval

**This certificate serves as a confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.**

**Reference Number:** 2000602192

**Vendor:** EDGENUITY INC

**Description:** LA21-A-004 Course Choice&Credit Recovery

**Approved By:** SAMUEL MILLER

**Approval Date:** 09/29/2021 14:19:10

The above referenced number has been assigned by this office and will be used as identification for the approved contract. Please use this number when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

# CONTRACT BETWEEN STATE OF LOUISIANA

**NAME OF DEPARTMENT/AGENCY**

Louisiana Military Department

**AND**

**CONTRACTOR NAME**

Edgenuity Inc.

**CONTRACT NUMBER (ISIS/LAGOV)**

LA21-A-004 / 2000575405 *60292*

**TYPE OF SERVICES TO BE PROVIDED**

PROFESSIONAL SERVICES  CONSULTING SERVICES  SOCIAL SERVICES  PERSONAL SERVICES

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**CONTRACTOR (Legal Name if Corporation)**

Edgenuity Inc.

**FEDERAL EMPLOYER TAX ID NUMBER**

31-1692050

**STATE LDR ACCOUNT #**

3448909001

**STREET ADDRESS**

8860 E. Chaparral Road, Suite 100

**TELEPHONE NUMBER**

(877) 725-4257

**CITY** Scottsdale

**STATE** AZ

**ZIP CODE** 85250

---

**TERM OF CONTRACT**

This Contract shall begin on July 1, 2021 and shall end on June 30, 2024. The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

**COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of Three Hundred Thousand Dollars and No/100's \$300,000.00, Payments are predicated upon successful completion of the services described in *Description of Services* and acceptance of deliverables described in *Acceptance of Deliverables*; receipt of an invoice; and written approval of the Youth Challenge Program Project Manager – Ms. Timberly Deville.

The State shall make every reasonable effort to make payments within thirty (30) days of receiving an approved and signed invoice.

## **PROHIBITION AGAINST ADVANCE PAYMENTS**

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

## **GOALS AND OBJECTIVES**

The Contractor will provide a structured learning environment and instruction sufficient to allow students to transition back to their school districts successfully and on track to graduate High School. The expectation is that students will earn up to six (6) Carnegie credits which they will accomplish through a residential program at the YCP facility. Students will commit at least five (5) hours per day on all assigned schoolwork through the Contractor platform and with Contractor virtual teachers as required.

## **DESCRIPTION OF SERVICES**

Contractor agrees to furnish services to State as specified in this Section and in any attachments.

The Contractor shall provide services for the Louisiana National Guard Youth Challenge Program operating at Camp Minden, Camp Beauregard and Gillis Long (Carville). Services shall be provided for up to eighteen (18) overlapping cycles; a cycle being five (5) months, and up to thirty (30) students per cycle utilizing Louisiana-certified, qualified teachers. Course catalogue offerings must be aligned with the current Louisiana State Academic Standards. Additionally, Contractor will train mentors and other administrative staff in the use of all Contractor systems and processes as well as provide coaching on critical customer responsibilities of **the Project**. The services will be provided in part, via a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely through the subscription as set forth in this contract and detailed in Exhibit D. The services will be provided through enrollment requests that will be entered by YCP staff personnel and are deemed appropriate for the services secured through this contract as determined and approved by the Louisiana Military Department and issued by the Deputy Director, Contracting and Purchasing or the Contracting Officer.

A full description of the scope of services is contained in the following documents, which are made a part of this Contract:

- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

## **DELIVERABLES**

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

## **ACCEPTANCE OF DELIVERABLES**

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

- General.* The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.
- Submittal and Review.* Contractor shall provide written notification to the Project Manager that a Deliverable is completed, and available for review and acceptance.

Upon Contractor's written notification, the Project Manager shall review the Deliverable within ten (10) business days. Within this period, the Project Manager shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

- C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the ten (10) business days, the State Project Manager notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.
- D. *Resubmitting Deliverables.* Contractor shall provide written notification to the Project Manager when the Contractor resubmits a Deliverable for acceptance. The Project Manager shall review the resubmitted Deliverable within ten (10) business days. A resubmitted Deliverable shall be considered accepted unless, within this period, the Project Manager notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

#### **TERMS OF PAYMENT**

During the execution of tasks contained in the Statement of Work, the Contractor must submit invoices once per month. Services provided for the RFP will be invoiced for each enrollment per cadet that has been registered for and is active for a minimum of two (2) weeks.

Payments are predicated upon successful completion and written approval by the Louisiana Military Department of the described tasks and deliverables as provided in Sections 2.3 Deliverable and 2.4 Technical requirements (as applicable). Payment will be submitted for processing only after the YCP Project Manager approves the invoice for payment. Payments will be made to the Contractor after the Louisiana Military Department approves in writing the work performed and the submitted invoice. The State will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid contract.

#### **PAYMENT WILL BE MADE ONLY UPON APPROVAL OF**

The State's Project Manager or his/her designee. The Project Manager, Ms. Timberly Deville, is the immediate monitor of the contract.

#### **VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION**

During the term of the Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship Subcontractor participation and the dollar amount of each.

#### **SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal. The Contractor must update the comprehensive list of employees responsible for the account within one (1) week of position replacement.

#### **STATE FURNISHED RESOURCES**

State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this

Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

#### **TAXES**

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

#### **TERMINATION FOR CAUSE**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

#### **TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

#### **REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

#### **GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

#### **OWNERSHIP OF WORK PRODUCT**

There is no development or creation of intellectual property under the services provided for District for Vendor Contractor's services. All software, services and content were developed at Vendor Contractor's own expense before Vendor Contractor's response to this RFP and during the performance of services under any future contract



award. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

#### **DATA/RECORD RETENTION**

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

#### **RECORD OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

#### **CONTRACTOR'S COOPERATION**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

#### **ASSIGNABILITY**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

#### **RIGHT TO AUDIT**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and Subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and Subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

#### **FISCAL FUNDING**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any

other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **NON-DISCRIMINATION**

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

#### **CONTINUING OBLIGATION**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

#### **ELIGIBILITY STATUS**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

#### **CONFIDENTIALITY**

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

#### **AMENDMENTS**

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

#### **PROHIBITED USE OF FUNDS**

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

## **SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all Subcontractor work.

## **PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, effective May 22, 2018, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

## **INDEMNIFICATION AND LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor shall indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### **STAFF INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit C.

#### **LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

#### **SECURITY**

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

#### **CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

#### **CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this

Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

**SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

**HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

**ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

**CONTRACT APPROVAL**

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

See Exhibit C.

The cost of such insurance shall be included in the total Contract amount.

**– Remainder of page intentionally left blank –  
– Signatures on the next page –**

THUS DONE AND SIGNED AT Pineville, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

Lee J. [Signature]  
(Print Name & Signature)  
Lyne Basco [Signature]  
(Print Name & Signature)

LOUISIANA MILITARY DEPARTMENT

By: BSS Ret Owen Monconduct  
Title: Deputy Director, Contracting & Purchasing

WITNESSES SIGNATURES:

TAMMY J. STOWASSER [Signature]  
(Print Name & Signature)  
Lisa H. Henson [Signature]  
(Print Name & Signature)

EDGENUITY INC.:

By: [Signature]  
Title: VP, Product Development

## **EXHIBIT A – Statement of Work**

### **1.1 Scope of Work**

The Contractor shall provide services for up to eighteen (18) overlapping cycles; a cycle is five (5) months, and up to thirty (30) students per cycle utilizing Louisiana-certified, qualified teachers. Course catalogue offerings must be aligned with the current Louisiana State Academic Standards. Additionally, Contractor shall train mentors and other administrative staff in the use of all Contractor systems and processes as well as provide coaching on critical customer responsibilities of **the Project**. The services will be provided through enrollment requests that will be entered by YCP staff personnel and are deemed appropriate for the services secured through the contract as determined and approved by the LMD and issued by the Deputy Director, Contracting and Purchasing or the Contracting Officer.

### **1.2 Task and Services**

The tasks to be performed, at a minimum, are identified below and are not limited to:

- The Contractor shall provide the necessary teachers / instructional staff that are highly qualified as identified by the Every Student Succeeds Act (ESSA) standards and hold valid Louisiana teaching certifications. The Contractor shall offer qualified, Louisiana state-certified instructors.
- The Contractor shall ensure all employees including contracted personnel undergo and pass required background screening, identified at minimum by LDOE, using state and national criminal history records and will provide, upon request, a list of instructional employees to YCP for verification of compliance.
- The Contractor shall, for each enrolled student, provide all necessary online courseware including both initial credit (Course Choice) and credit recovery versions and instructional support.
- The Contractor shall offer an online registration process with workflows appropriate for the YCP.
- The Contractor shall offer ongoing support from the Contractor's professional support staff via video conference or telephonic dial-in as needed. Additional face to face support, should it be needed, will be discussed and agreed upon by the Contractor and YCP staff.
- The Contractor shall offer direct instruction by virtual teachers through a variety of media including telephone, online chat, synchronous teaching tools, texts and any other methods as agreed to by the Contractor and the YCP. The Contractor will institute a method of verification or security access to maintain confidentiality and security. LMD considers all student information confidential and will consider information release upon written request with detail reason(s) of release, as well as only with YCP approval. Information shall be safeguarded through security access protocols.
- The Contractor shall identify an education support specialist who will work with YCP facilitators to ensure that they are comfortable with the technology, utilize strategies to engage and encourage students, and understand how students are performing in the program.
- The Contractor shall offer ongoing evaluation and support and support of student engagement and program status.

- The Contractor shall offer continuous progress monitoring tools via on-line methods or in summary reports to YCP.
- The Contractor shall submit invoicing for applicable enrollments.
- The Contractor shall submit student academic data, transcripts, and reports via electronic and/or hard copy means to YCP at the completion of each course and/or course year.

### **1.3 Deliverables**

The Contractor shall:

- Submit any and all requested documents required by the LDOE that will insure YCP remains a Supplemental Course Academy (SCA) provider. Requests must be fulfilled no later than the due dates set by either LDOE or YCP. Confirmation of deliverables being sent directly to LDOE must be given to YCP's Project Manager upon delivery.
- Provide a web-based course curriculum that is aligned with current Louisiana State Academic Standards.
- Provide assurance that all virtual teachers provided will be Louisiana certified and meet all state required standards, including background clearances, for courses/subjects taught.
- Provide education support, monitoring tools and ongoing evaluation and other support as needed.
- Provide One-Time training, minimum of eight (8) hours, of appropriate training for the local YCP instructional staff and leadership to facilitate successful administration of the Course Choice and Credit Recovery Program.
- Provide a list of qualified employees including name, job title, office and mobile number(s), email(s), and responsibilities to the Project and provide any updated information within one (1) week of position replacement(s).
- Respond with timely service and customer support in response to any State request(s) concerning the Project.

### **1.4 Technical Requirements**

The major requirements of the system to be supported include:

1. Must be compatible with the following browsers:
  - i. Microsoft Edge and Internet Explorer
  - ii. Mozilla Firefox
  - iii. Safari
  - iv. Chrome
2. Must be compatible with the following PDF readers:
  - i. Adobe Acrobat Reader DC
3. Must be compatible with the following operating systems:
  - i. Windows 7
  - ii. Windows 8
  - iii. Windows 10



iv. Chrome

4. Must utilize password protection

### 1.5 Project Requirements

Each invoice shall specify the following for each active course enrollment per student:

- Cadet Name
- Course Enrolled
- Start Date
- End Date
- Cost
- School

The Contractor shall document and make accessible to the Project Manager, or designee, the results and approval by LMD personnel of each completed active course enrollment per student. LMD will measure the Contractor's performance by the quality of the services provided.

Status reports will be delivered to the Project Manager as requested. The report will address assignment progress in terms of hours spent, current status of work in progress, plans for next reporting period and any significant issues per student.

The Contractor and employees shall properly identify themselves at all times while on a Military or Government Installation. The Contractor and all employees shall present two (2) valid forms of picture identification at all times while on any military property.

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## **CONTRACTOR PERSONNEL AND OTHER RESOURCES**

### **CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager.* Contractor shall provide a Project Manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.
- B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment IV: COST WORKSHEET.
- C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as

the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

**CONTRACTOR PERSONNEL**

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name	Job Title	Office Phone Number	Mobile Phone Number	Email Address	Responsibility to Contract
Sarah Shepard, Accounting Manager		480.675.7284 x1017		ar@edgenuity.com	Purchase orders
Roe Wilkinson	Account Executive	318.548.1980		roe.wilkinson@edgenuity.com	Support
Lynette McVay - Director of Sales and	Marketing Operations		480.675.7284 x 1122	bids@edgenuity.com	Contract

**Additional space for Contractor Personnel:**

Name	Job Title	Office Phone Number	Mobile Phone Number	Email Address	Responsibility to Contract

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**STATE FURNISHED RESOURCES**

**STATE FURNISHED RESOURCES**

Louisiana Military Department shall appoint a Project Manager from the Youth Challenge Program, Ms. Timberly Deville, or designee, for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Officer shall be the principal point of contact on behalf of the Louisiana Military Department and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

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## **EXHIBIT B – Performance Standards**

### **PERFORMANCE REQUIREMENTS**

The Contractor shall document and make accessible to the Project Manager, or designee, the results and approval by LMD personnel of each completed enrollment per student. LMD will measure the Contractor's performance by the quality of the services provided.

Status reports shall be delivered to the Project Manager as requested. The report will address assignment progress in terms of hours spent, current status of work in progress, plans for next reporting period and any significant issues per student.

### **PERFORMANCE MEASUREMENT/EVALUATION/MONITORING PLAN**

#### **1.1 Performance Measures/Evaluation:**

The performance of the contract will be measured by the LMD CO, designated Youth Challenge Program Education Coordinator, and or Operations Manager 318-290-5782 or 318-290-5791, authorized on behalf of the LMD, to evaluate the Contractor's performance against the criteria in the Statement of Work.

The Contractor will document and deliver to the LMD CO, or designee, the results and approval by LMD personnel of each completed reporting by LDOE and/or YCP. LMD will measure the performance by the quality of the services provided.

#### **1.2 Monitoring Plan:**

The Youth Challenge Program, Education Coordinator, Budget Officer, Operations Manager, or Special Assistant to the Director of Education Programs, YCP, Bldg 505 F Street, Camp Beauregard, Pineville, Louisiana 71360, telephone (318) 290-5807 and FAX (318) 641-3313 will all be responsible for the expenditure of contract funds and overall monitoring of Contractor operations and performance.

The Youth Challenge Project Manager, Ms. Timberly Deville, is the immediate monitor of the contract. The Project Manager will monitor the task and work products of the contract. The Project Manager will be the primary contact for daily performance of this contract resulting from this RFP. The Project Manager is responsible for reviewing the initial invoices from the Contractor prior to submission to the LMD.

No LMD personnel, other than the Deputy Director, Contracting and Purchasing or the Contracting Officer, shall have the authority to change or alter the Performance Measurement, Evaluation, and Monitoring Plan.

#### **1.3 Veteran and Hudson Initiative Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship Subcontractor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to

demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

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## **EXHIBIT C – Insurance Requirements for Contractors**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

### **CONTRACTOR'S INSURANCE**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the total contract amount.

### **MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1.1 Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **1.2 Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **1.3 Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

##### **1.3.1 Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

##### **1.3.2 Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date

no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### **1.3.3 Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **1.3.4 Other Insurance Provisions**

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

#### **1.3.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages**

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

#### **1.3.4.2 Workers Compensation and Employers Liability Coverage**

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

#### **1.3.4.3 All Coverages**

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

### **1.3.5 Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

### **1.3.6 Verification of Coverage**

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. 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 the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

#### **State of Louisiana**

**Louisiana Military Department, Its Officers, Agents, Employees and Volunteers  
718 E Street, Camp Beauregard, Pineville, Louisiana 71360  
RFP: 112PSCLA21-A-004**

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

### **1.3.7 Subcontractors**

Contractor shall include all Subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each Subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of Subcontractor's Certificates at any time.

### **1.3.8 Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor



and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

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## **EXHIBIT D –License and Subscription Services**

### **1. LICENSES and SERVICES**

- A. **License.** Edgenuity grants State, hereafter, “State” or “Customer, ” a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in this contract. This contract provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:
- I. **Concurrent License** – provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneous cannot exceed total quantity of licenses purchased.
  - II. **Reusable License** – provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
  - III. **Single User** – available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.
  - IV. **Site License** – provides access to software throughout the Term by all authorized Users located in the specific physical sites of the Youth Challenge Program locations at Camp Beauregard, Camp Minden and ~~Camp~~ Gillis Long (Carville). For purposes of this contract, these YCP locations are considered traditional brick and mortar educational institutions that provide educational services to students at a common physical location. Not available for virtual schools.
  - V. **Virtual School** – a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

- B. **Services.** As set forth in its proposal, Edgenuity will also provide Professional Development and/or Instructional Services, subject to an amendment to this contract, for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term or if the Subscription is terminated for any reason.
- C. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available

and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at <https://www.edgenuity.com/support/customer-support/>.

### 3. USE OF SUBSCRIPTION

- A. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("Customer Data"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization-granted by the Customer.
- B. **Customer Responsibilities.** Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations. **Edgenuity hereby disclaims for all purposes and circumstances any responsibility or liability for use of the products including the customization thereof, except where prohibited by law and/or due to Edgenuity's negligence.**

### 7. EDGENUITY PROPERTY

- A. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.

**Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (iv) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.



# State of Louisiana

JOHN BEL EDWARDS  
GOVERNOR

LOUISIANA NATIONAL GUARD  
OFFICE OF THE ADJUTANT GENERAL  
6400 St. Claude Avenue  
Jackson Barracks  
New Orleans, LA 70117

D. KEITH WADDELL  
MAJOR GENERAL  
THE ADJUTANT GENERAL

June 24, 2022

**SUBJECT: Notice to Proceed, Amendment #1 to Contract, RFP 112PSCLA21-A-004, Course Choice and Credit Recovery Initiative with the Youth Challenge Program (YCP), Statewide, Louisiana (LA21-A-004, PO#2000661667)**

Imagine Learning, L.L.C.  
Attn: Mr. David Alderslade  
8860 E. Shaparral Road, Suite 100  
Scottsdale, AZ 85250

Dear Mr. Alderslade:

In accordance with the terms of Amendment #1 to the contract (LA21-A-004, PO#2000661667), you are hereby notified to proceed. Your contract completion date remains at **June 30, 2024**, unless further extended by Amendment to the contract. The new Purchase Order is also enclosed.

Work shall be in accordance with the terms of the Amendment #1 to the Contract # (LA21-A-004).

If you have any questions concerning the above, please call the undersigned at 318-641-5359.

Sincerely,

*BGS Ret Owen Monconduit*

Enclosure

Owen W. Monconduit  
Brigadier General (Ret)  
Louisiana Military Department  
Deputy Director, Contracting and Purchasing

CF:  
LTC Kenneth Paul  
Ms. Timberly Deville



## **Office of State Procurement Contract Certification of Approval**

**This certificate serves as a confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.**

**Reference Number:** 2000661667

**Amendment Number:** 1

**Vendor:** IMAGINE LEARNING LLC

**Description:** LA21-A-004 RFP-Course Choice

**Approved By:** TONI GORDON

**Approval Date:** 06/24/2022 14:30:16

Contract # LA21-A-004

Amendment # 1

**AMENDMENT # 1 TO LA21-A-004 BETWEEN  
LOUISIANA MILITARY DEPARTMENT**

**AND**

**IMAGINE LEARNING, L.L.C.  
8860 E. SHAPARRAL ROAD, SUITE 100  
SCOTTSDALE, AZ 85250**

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**Amendment Provisions:** This Amendment is made and entered into between the Louisiana Military Department, represented by Brigadier General (Ret), Owen W. Monconduit, hereafter referred to as **LMD**, and Imagine Learning, L.L.C., represented by Mr. David Alderslade, herein referred to as **Contractor**.

In consideration of the mutual promises contained herein, the parties hereby agree to the following Amendment and, intended to be mutually bound, the parties hereby agree as indicated below:

**NO DOLLAR CHANGE ORDER** due to the following: 1) An approved Assignment of Contract from Edgenuity Inc., Assignor, to Imagine Learning, L.L.C., Assignee. 2) Contract completion date will remain at June 30, 2024.

Total Cost of this Amendment is **\$0.00**.

Amendment becomes effective: **January 1, 2022**.



# Agenda Item #5

Review of the Department  
of Transportation's Grant  
Anticipation Revenue  
Vehicles (GARVEE)  
bonds program and the  
issuance of the Series 2003  
GARVEE bonds



# Joint Legislative Committee on the Budget

## GARVEE UPDATE

May 5, 2023

Eric Kalivoda  
Secretary



# Agenda

1. GARVEE Approval Recap
2. Request
3. GARVEE Projects Update
4. Recap
5. Questions

# GARVEE Approval Recap

1. Joint Transportation Approval of GARVEE Bond Projects and Program on January 31, 2018.
2. JLCB Resolution Approving \$650M GARVEE Bond Program on March 19, 2019.

1. April 2019 SBC Issues \$185M GARVEE bonds with JLCB & Joint Transportation approval.
2. March 2021 SBC Issues \$155M GARVEE bonds with JLCB & Joint Transportation approval.

1. March 2023 Joint Transportation by committee vote approved to increase the GARVEE Bond Program to \$830M.
2. May 2023 request JLCB to approve a resolution to increase the GARVEE Bond Program to \$830M and to approve the 3<sup>rd</sup> Bond issuance of up to \$250M.
3. June 2023 return to JLCB for final approval and request SBC to approve a resolution to increase the GARVEE Bond Program approval from \$650 to \$830M and issue the 3<sup>rd</sup> series up to \$250M GARVEE bonds in August/September 2023.
4. The 4<sup>th</sup> series of GARVEE bonds is expected in the fall 2024 with approximately \$240M of GARVEE remaining.

# Approval Request

- Request JLCB to approve a resolution to issue \$250M of GARVEE bonds in 3<sup>rd</sup> Quarter of 2023.
- Request JLCB to approve a resolution to increase the GARVEE Program from \$650M to \$830M.
  - Provides \$180M additional GARVEE funds, on top of the \$415.4M GARVEE already programmed, to the I-10 Baton Rouge Widening Project.

\*\* DOTD will coordinate with the SBC for a resolution to approve the following:

- To issue up to \$250M of GARVEE bonds in 3<sup>rd</sup> Quarter of 2023.
- To increase the GARVEE Program from \$650M to \$830M.

# GARVEE Projects

## **I-20 entrance into Barksdale Air Force Base - Project Complete (\$80.5 million)**

- \$78.8M GARVEE Programmed - \$78.8M GARVEE Expended

## **I-10/Loyola Drive Interchange in Kenner - 2023 Completion (\$166 million)**

- \$138.8M GARVEE Programmed - \$136.3M GARVEE Expended

## **Belle Chasse Bridge & Tunnel Replacement - 2025 Completion (\$181.3 million)**

- \$17M GARVEE Programmed - \$17M GARVEE Expended

## **I-10 Corridor in Baton Rouge - 2028 Completion (\$925 million\*)**

- \$415M GARVEE Programmed - \$32.6M GARVEE Expended
- Requesting to increase GARVEE authorization by \$180M

\*Includes the College Flyover and the KCS bridge replacement

# I-220/I-20 Interchange & BAFB Access

## Project Update:

➤ *Project Complete.*



# Loyola Dr./Interstate 10 (I-10) Interchange

## Project Update:

- *New interchange expected to be open to traffic in Fall 2023.*
- *Flyover Ramps and Auxiliary Lane open in Fall of 2023.*



# Belle Chasse Bridge and Tunnel Replacement

## Project Update:

- *Construction underway and 59% complete.*
- *Final design and utility relocation are in progress.*
- *Projected open to traffic April 2024.*
- *Projected completion February 2025.*





# I-10 Reconstruction and Widening CMAR\*(Baton Rouge)

The CMAR process is a best value procurement method that includes Owner led coordination between the Designer, Contractor and Independent Cost Estimator. The CMAR process enhances risk mitigation efforts and provides greater cost certainty over traditional delivery methods.

- Provides enhanced real-estate support.
- Provides enhanced utility relocation coordination.
- Provides the ability to procure early works packages, mitigating the risk of the construction price volatility and mitigates long lead procurement timeframes.
- Constructability is confirmed prior to cost negotiations thereby reducing potential future cost increases.

\*CMAR – Construction Management at Risk

\*\* Does not include the College Flyover or the KCS bridge

# I-10 Reconstruction and Widening (Baton Rouge)

**Project Schedule:** Due to the complexity of this project it is being phased.

- The College Dr. flyover – Construction in Progress
  - \$57.4 million of GARVEE bonds are programmed with \$28.6 million expended.
  - The new ramp is currently being constructed and is expected to be open to traffic mid 2023.
  - Project completion including I-10 WB bridge and realignment of I-12 expected in late 2023.
- The KCS Bridge replacement – Bridge Installed
  - Closeout work is underway and project completion is imminent.
  - \$7.16M GARVEE bonds are programmed.



# I-10 Reconstruction and Widening (Baton Rouge)

- I-10 Widening West of Washington Street to Acadian Thruway (Segment 1 of Phase 1).
  - 2028 Projected completion.
  - Early work packages (EPW) such as pile procurement, girder procurement, and subsurface utility exploration are underway. EPW 1 & 2 are awarded for \$57.4 million.
  - Original estimated construction cost was \$415.4 million and changes in project scope and market conditions increased estimate to \$850 million.
  - Funding gap will be closed with \$255 million in Federal IIJA funds and \$180 M additional GARVEE.



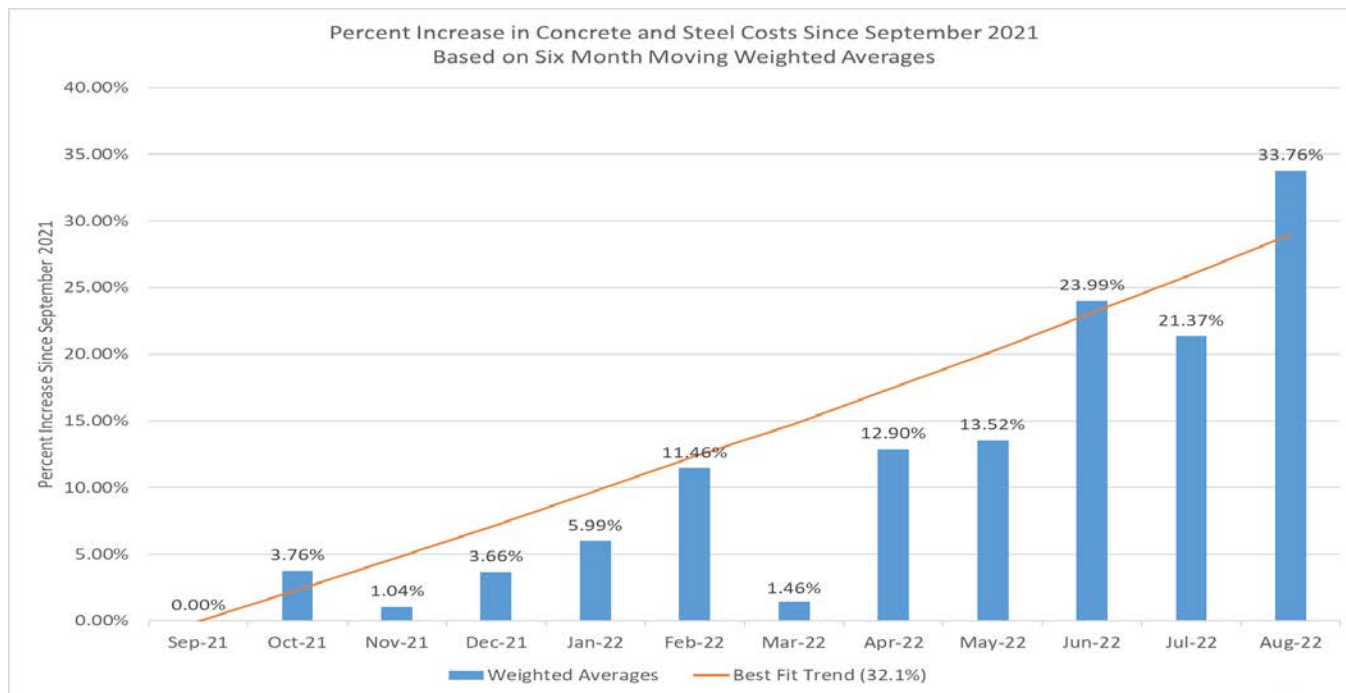
# I-10 Reconstruction and Widening (expanded scope)



# I-10 Reconstruction and Widening (inflationary pressures)

## Inflation:

- Prices for Concrete and Steel, the two biggest construction materials on I-10, have increases 33.76% between Sept 2021 and Aug 2022.



# Recap of Today's Request

- Request JLCB to approve a resolution to issue \$250M of GARVEE bonds in 3<sup>rd</sup> Quarter of 2023.
- Request JLCB to approve a resolution to increase the GARVEE Program from \$650M to \$830M.
  - Provides \$180M additional GARVEE funds, on top of the \$415.4M GARVEE already programmed, to the I-10 Baton Rouge Widening Project.

\*\* DOTD will coordinate with the SBC for a resolution to approve the following:

- To issue up to \$250M of GARVEE bonds in 3<sup>rd</sup> Quarter of 2023.
- To increase the GARVEE Program from \$650M to \$830M.

# QUESTIONS

# Agenda Item #6

Review and approval  
of a resolution to  
increase the GARVEE  
bond program amount  
for The Department of  
Transportation and to  
issue the Series 2023  
GARVEE bonds



**JOINT LEGISLATIVE COMMITTEE ON THE BUDGET**

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_ :

**RESOLUTION**

A resolution approving an increase in the authorized not to exceed amount of State of Louisiana Grant Anticipation Revenue Bonds from \$650,000,000 to \$830,000,000; approving the issuance of not exceeding \$250,000,000 State of Louisiana Grant Anticipation Revenue Bonds, in one or more series, to finance certain state transportation projects under the Grant Anticipation Revenue Vehicle Act; and providing for other matters in connection therewith.

**WHEREAS**, pursuant to La. R.S. 48:27 (the "Act"), the State Bond Commission (the "Commission") is authorized to issue bonds for the purpose of financing any qualified federal-aid transportation project or state transportation project payable from, among other things, federal transportation funds; and

**WHEREAS**, subsection (D)(1)(b) of the Act provides that the Commission shall not authorize the issuance of bonds, unless such bonds and the projects to be funded thereby have been previously approved by the Joint Legislative Committee on the Budget (the "Committee"); and

**WHEREAS**, on December 13, 2018, the Commission adopted a resolution granting preliminary approval to the issuance of not exceeding \$650,000,000 State of Louisiana Grant Anticipation Revenue Bonds, in one or more series (the "GARVEE Bonds"), for the purpose of funding a portion of the costs of the Projects (as defined hereinbelow), paying costs of issuance of the GARVEE Bonds, and paying other bond-related costs, including, without limitation, capitalized interest and reserve funds, and the Department of Transportation and Development of the State of Louisiana (the "Department") has identified the following four (4) projects to be funded with proceeds of the GARVEE Bonds (collectively, the "Projects"):

- A. State Project No. H.003370, I-220/I-20 Interchange Improvement and Barksdale Air Force Base Access Project in Bossier Parish (the "Barksdale Project");
- B. State Project No. H.011670, I-10/Loyola Dr. Interchange Improvement Project in Jefferson Parish (the "Loyola Project");
- C. State Project No. H.004100, I-10: LA 415 to Essen on I-10 and I-12 Project in East Baton Rouge Parish (the "I-10 Project");
- D. State Project No. H.004791, LA 23 Belle Chasse Bridge and Tunnel Replacement Project in Plaquemines Parish (the "Belle Chasse Project"); and

**WHEREAS**, this Committee previously approved the GARVEE Bonds and the Projects pursuant to resolutions adopted on March 19, 2019 and February 26, 2021; and

**WHEREAS**, pursuant to resolutions adopted on March 21, 2019 and April 15, 2021, the Commission previously issued the following GARVEE Bonds: (i) \$185,000,000 State of Louisiana Grant

Anticipation Revenue Bonds, Series 2019A and (ii) \$155,240,000 State of Louisiana Grant Anticipation Revenue Bonds, Series 2021; and

**WHEREAS**, in connection with an increase in the annual obligation authority for federal highway funds available to the State of Louisiana, the Department has requested that this Committee and the Commission increase the total amount of GARVEE Bonds authorized from \$650,000,000 to \$830,000,000 in accordance with the Act; and

**WHEREAS**, notwithstanding the foregoing approvals of the GARVEE Bonds as stated above, the Committee requires the Department to seek approval from the Committee for all subsequent series of GARVEE Bonds; and

**WHEREAS**, the Department desires to obtain the approval of this Committee for the issuance of a third series of GARVEE Bonds in an amount not to exceed \$250,000,000 (the "Series 2023 Bonds") for the purpose of funding a portion of the costs of the Projects, paying costs of issuance of the Series 2023 Bonds, and paying other bond-related costs, including, without limitation, capitalized interest and reserve funds, and

**WHEREAS**, this Committee desires to approve the issuance of the Series 2023 Bonds, the financing of the Projects pursuant to the Act, and the increase in the not to exceed amount of GARVEE Bonds to be issued;

**NOW, THEREFORE, BE IT RESOLVED** by this Committee that:

**SECTION 1.** This Committee hereby approves the increase in the total not to exceed amount of the GARVEE Bonds to be issued from \$650,000,000 to \$830,000,000.

**SECTION 2.** This Committee hereby approves the funding of the Projects by the GARVEE Bonds and the expenditure of funds for such Projects.

**SECTION 3.** This Committee hereby approves the issuance of the Series 2023 Bonds in a principal amount not to exceed \$250,000,000, bearing interest rates not to exceed seven percent (7%) per annum for fixed rates and twelve percent (12%) per annum for variable rates and maturing not later than 15 years from the date of issuance, in one or more series, as desired, for the purpose of funding a portion of the expected costs of the Projects, including in particular the I-10 Project, paying costs of issuance of the Bonds, and paying other bond-related costs, including, without limitation, capitalized interest and reserve funds.

**SECTION 4.** This Committee hereby approves the Series 2023 Bonds for the express purpose of granting the required contracts in a principal amount not to exceed \$250,000,000 with the understanding that the Department has the ability to manage the actual application of the Series 2023 Bond proceeds in order to appropriately fund the Projects and meet expenditure requirements of the Internal Revenue Service. The Department also further agrees to report quarterly to the Committee on the GARVEE program, including contracting information and the expenditure of GARVEE Bond proceeds.

**SECTION 5.** Notwithstanding the foregoing approvals of the GARVEE Bonds as stated above, the Committee requires the Department to seek approval from the Committee for all subsequent series of GARVEE Bonds.

**SECTION 6.** This resolution shall become effective immediately upon its adoption.

This resolution was declared adopted on this 2<sup>nd</sup> day of June, 2023.

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Secretary, Joint Legislative  
Committee on the Budget

# Agenda Item #7

Review and approval  
of preservation  
projects utilizing  
funding from the  
Construction Subfund  
Preservation Account

PARISH	ROUTE	DESCRIPTION	TREATMENT	PROJECT COST (HB406 only)	ADDITIONAL PROJECT COST	COMMENTS
Ascension	LA 945	LA 945: LA 3089 - LA 308	PATCH, MILL, OVERLAY, PCC PATCHING, JOINT SEALING	\$900,000.00	\$0.00	
Bienville	LA 4	LA 4: LA 155 to Jackson Parish Line	Overlay	\$1,775,000	\$0.00	District would need to agree to make up any difference with regular preservation budget
Bossier	LA 614	LA 164: US 80 to LA 157	Overlay	\$852,000		
Caddo	LA 526 LA 3194 LA 3036 LA 523	LA 526: Kingston Road to Dixie Gardens LA 3194: LA 173 to LA 1 LA 3036: LA 173 to LA 1 LA 523: Forbing Robson Road to East 85th Street	Concrete patching/repairs, clean & reseal joints	\$2,063,000	\$0.00	
Calcasieu	LA 3256	US 90 - Opelousas St	patch, mill 2", OL 3.5"	\$396,732.00	\$0.00	
	US 90	Wasey St - Maple St	Thin Overlay due to curb instead of MO	\$408,045.00	\$0.00	
	US 90	Ann Rd - Horridge St (Vinton)	Medium Overlay	\$688,316.00	\$0.00	
	US 90	LA 1256 - Wasey St	Thin overlay due to curb instead of MO	\$243,093.00	\$0.00	
Catahoula	LA 28	LaSalle P/L - Jct. US 84	2" asphalt overlay	\$ 740,000.00	\$560,000.00	Total project cost estimated to be \$1,300,000 District will cover overages out of annual budget.
Concordia	LA 3180	Jct. LA 131 - Jct. LA 65 & US 84	2" asphalt overlay	\$ 655,000.00	\$245,000.00	Total project cost estimated to be \$900,000 District will cover overages out of annual budget.
De Soto	LA 177	LA 177: I-49 to Red River Parish Line	Overlay	\$673,200	\$0.00	District would need to agree to make up any difference with regular preservation budget
Franklin	LA 4	Caldwell P/L - 1.87 miles East	Mill & 2" asphalt overlay	\$ 1,580,000.00	\$5,000.00	Total project cost estimated to be \$1,585,000 District will cover overages out of annual budget.
	LA 130	West Turkey Creek Bridge - LA 15	Mill & 2" asphalt overlay			
Jefferson	LA 45	Semco Boat Launch - Nunez Br	2" Mill and Overlay	\$1,890,000.00	\$310,000.00	Total project cost estimated to be \$2,200,000 District will cover overages out of annual budget.
Jefferson Davis	US 90	US 90: E Bayou Lacassine - W JCT LA 99 US 90: W JCT LA 99 - LA 382	Combine into one project. Patch, Mill 2", OL 3.5". Adjust limits based on new estimate from Priority 1	\$1,271,476.77	\$752,782.25	Total project cost estimated to be \$3,162,782.25. District will cover overages out of annual budget.
LaSalle	LA 3104	Jct. LA 8 - Jct. US 84	2" asphalt overlay	\$ 910,000.00	\$770,000.00	Total project cost estimated to be \$1,680,000 District will cover overages out of annual budget.
	LA 778	Jct. US 84 - N. Jct. LA 127	2" asphalt overlay			
Lincoln	LA 821	LA 820 (Douglas) to LA 145 (Sibley)	Thin Overlay (TO)	\$1,500,000.00	\$0.00	Traffic about 2000 cars a day. Road in poor condition. If funds allow, add overlay from La 150 to LA 3012
Livingston	LA 43	I-12 - US 190	PCC Rehab, Patch, Mill, 2 Lift Overlay	\$1,530,940.00	\$0.00	
Orleans	LA428 (General Meyer)	Behrman Ave - Holiday Dr	2" Mill and Overlay	\$2,860,000.00	\$340,000.00	Total project cost estimated to be \$3,200,000 District will cover overages out of annual budget.
Rapides	LA 1204	U.S. 165 to LA 623	Patch, Mill, Overlay	\$900,000	\$0.00	
Red River	US 371	US 371: East Carroll to Cut Off Road	Overlay	\$273,000	\$0.00	District would need to agree to make up any difference with regular preservation budget
Sabine	LA 120	US 171 - Angela Lane		\$1,480,000	\$0.00	
St Tammany	LA 21	LA 40 - LA 41	Patch, Mill, Overlay	\$ 664,800.00	\$0.00	This proposed project could be included in H.015283 (LA 21: Fairgrounds Blvd. to LA 40) by extending the limits.
Tangipahoa	LA 22	Dunson Rd - Drain Bridge	Patch, Mill, 2 Lift Overlay	\$1,640,000.00	\$0.00	
Tensas	LA 568	Jct. LA 3209 - Jct. US 65	2" asphalt overlay	\$ 435,000.00	\$285,000.00	Total project cost estimated to be \$720,000 District will cover overages out of annual budget.
Vermilion	LA 330	LA 690 - LA 331	Base Rehabilitation, Asphalt Overlay	\$700,000.00	\$0.00	Additional funding to be utilized to keep current pavement preservation projects in queue on schedule.
West Baton Rouge	LA 990	LA 990: LA 988 - LA 1	PATCH, MILL, OVERLAY	\$450,000.00	\$0.00	

23 Parishes

32 Sites

\$26,814,802.77

# Agenda Item #8

Review and approval of  
Water Sector  
Commission  
recommendations

Waterworks District No. Ten of Ward Seven Parish of Calcasieu  
Board of Commissioners

1495 Hwy 109 S.  
Vinton, La 70668  
337-589-9333

Danny Benoit, President  
Amanda Hubert, Secretary  
Thor McCaughey, Commissioner

Haley Bellard, Vice President  
Phillip Tharp, Commissioner

March 21, 2023

Traci Watts  
Director, Local Government Assistance  
Office of Community Development  
Local Government Assistance  
P.O. Box 94095  
Baton Rouge, LA 70804-9095

Re. Water Sector Grant  
Subrecipient Number: LAWSP10135

Dear Mrs. Watts,

We received bids on March 16, and as you can see from the attached bid tabulations, the bids came in higher than we had hoped. We had already included alternates to help with the likelihood of a cost overrun, but even with not awarding any of the additive alternates, we do not have enough funds to proceed.

Please see the attached cost estimate and description from our engineer whereby we would like to request a 10% increase in Water Sector funds so that we do not have to leave anyone without access to the new water system. Please let me know if you need anything else from us, and please grant us every possible consideration.

Respectfully,

  
Danny Benoit  
President

This institution is an equal opportunity provider. USDA is an equal opportunity provider, employer, and lender.





## Meyer & Associates, Inc. Consulting Engineers

Vernon F. Meyer, P.E.  
President

Richard T. Meyer, P.E.  
Vice President

March 21, 2023

*Via Email*

Mr. Danny Benoit, President  
Calcasieu Parish Waterworks District No. 10  
1495 Hwy 109 S.  
Vinton, LA 70668

Re: Water Sector Program  
Subrecipient Number: LAWSP10135  
M.A. Project No. A8-21060

Dear Danny:

In regard to the potential for additional funding from the Water Sector Program due to our bids exceeding the available funds (bid tabulations attached), I would like to offer the following:

- i. Per our previous discussions, we had already included alternates for the portions of water line that could be removed from the project without losing service to any customers. Those alternates were included as additive alternates in the bid, so by awarding the base bids only, this work will not be included. Any additional reductions in the project scope will come with some customers not being served.
- ii. As stated above, any additional reductions in the project scope will result in some customers not being served by the new system.
- iii. Attached is a revised cost estimate that includes the base bids only. In order to reduce the amount of additional funds needed from Water Sector to a reasonable percentage of the initial award, we have shown reducing our engineering fees to the pre-inflationary values. As you can see from the attached estimate, this reduction in fees limits the amount of additional funds needed to \$500,000, which is 10% of the original award. With an addition of \$500,000 in Water Sector funds, your matching funds from USDA still exceed the 76% match threshold upon which you were awarded extra points.
- iv. All federal and state standards and codes will still be met through the completion of this project.

Please let me know if you have any questions or need any additional information to complete your review.





Mr. Danny Benoit  
March 21, 2023  
Page 2

Respectfully,

MEYER & ASSOCIATES, INC.

A handwritten signature in black ink that reads "Mark McCarty". The signature is written in a cursive, flowing style.

Mark McCarty

Cc: Ms. Andrea Carter, Meyer & Associates *via email*

**CALCASIEU PARISH WATERWORKS DISTRICT NO. 10**  
**WATER SYSTEM IMPROVEMENTS**  
MA PROJECT NO. A8-09065/21060

PROJECT COST LINE ITEMS		PROJECT BUDGET/COST		
DESCRIPTION		TOTAL COST ORIGINAL BUDGET	TOTAL COST REVISED BUDGET	INCREASE/ (DECREASE)
A	ADMINISTRATIVE SERVICES	\$ 53,600.00	\$ 53,600.00	\$ -
B	PRELIMINARY SERVICES	\$ 50,600.00	\$ 70,100.00	\$ 19,500.00
C	LAND, STRUCTURE, & RIGHT OF WAY	\$ 30,000.00	\$ 30,000.00	\$ -
D	A/E BASIC FEE	\$ 506,000.00	\$ 293,900.00	\$ (212,100.00)
E	OTHER ADDITIONAL ENGINEERING	\$ 38,900.00	\$ 38,900.00	\$ -
F	PROJECT INSPECTION	\$ 349,800.00	\$ 277,200.00	\$ (72,600.00)
G	LAND DEVELOPMENT	\$ -	\$ -	\$ -
H	RELOCATION IMPACTS	\$ -	\$ -	\$ -
I	RELOCATION PAYMENTS	\$ -	\$ -	\$ -
J	STRUCTURE DEMOLITION & REMOVAL	\$ -	\$ -	\$ -
K	CONSTRUCTION CONTRACT COSTS	\$ 7,940,000.00	\$ 8,685,475.84	\$ 745,475.84
L	EQUIPMENT & MATERIAL COST	\$ -	\$ -	\$ -
M	MISCELLANEOUS COSTS	\$ 160,000.00	\$ 160,000.00	\$ -
N	CONTINGENCY	\$ 129,100.00	\$ 148,824.16	\$ 19,724.16
<b>TOTALS</b>		<b>\$ 9,258,000.00</b>	<b>\$ 9,758,000.00</b>	<b>\$ 500,000.00</b>

P	LOCAL MATCH	\$4,258,000.00	\$4,258,000.00	\$ -
<b>Q</b>	<b>REQUESTED WATER SECTOR FUNDING</b>	<b>\$5,000,000.00</b>	<b>\$ 5,500,000.00</b>	<b>\$ 500,000.00</b>
R	LOCAL MATCH AS A % OF WSP FUNDING	85%	77%	



Signature of Licensed  
Architect/Engineer

3/21/2023  
Date

OPINION OF PROBABLE  
PROGRAM/PROJECT BUDGET/COST

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**CALCASIEU PARISH WATERWORKS DISTRICT NO. 10**  
**WATER SYSTEM IMPROVEMENTS**  
MA PROJECT NO. A8-09065/21060

DESCRIPTION	TOTAL COST ORIGINAL BUDGET	TOTAL COST REVISED BUDGET	INCREASE/ (DECREASE)
SCHEDULE A - ADMINISTRATIVE SERVICES			
A01 LEGAL COSTS	\$ -	\$ -	\$ -
A02 BOND COUNSEL COSTS	\$ 50,000.00	\$ 50,000.00	\$ -
A022 ADMINISTRATIVE COSTS	\$ -	\$ -	\$ -
A03 ADVERTISING COSTS	\$ 600.00	\$ 600.00	\$ -
A04 RECORDING COSTS	\$ 1,200.00	\$ 1,200.00	\$ -
A05 PRINTING & REPRODUCTIONS COSTS	\$ 1,800.00	\$ 1,800.00	\$ -
A06 TRAVEL & SUBSISTENCE COSTS-OWNER	\$ -	\$ -	\$ -
A07 ACCOUNTING COSTS	\$ -	\$ -	\$ -
A08 COMPUTER SERVICES	\$ -	\$ -	\$ -
A09 PROGRAM MANAGEMENT/ADMIN.	\$ -	\$ -	\$ -
A10 NON PARTICIPANT MISCELLANEOUS COSTS	\$ -	\$ -	\$ -
A11 FACILITY PRE-OPENING SERVICES	\$ -	\$ -	\$ -
A12 BOND COMMISSION	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 53,600.00</b>	<b>\$ 53,600.00</b>	<b>\$ -</b>

OPINION OF PROBABLE  
PROGRAM/PROJECT BUDGET/COST

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**CALCASIEU PARISH WATERWORKS DISTRICT NO. 10**  
**WATER SYSTEM IMPROVEMENTS**  
MA PROJECT NO. A8-09065/21060

DESCRIPTION	TOTAL COST ORIGINAL BUDGET	TOTAL COST REVISED BUDGET	INCREASE/ (DECREASE)
SCHEDULE B - PRELIMINARY SERVICES			
B GENERAL PRELIMINARY SERVICES	\$ -	\$ -	\$ -
B00 PROJECT DEVELOPMENT REPORT & PROPOSAL	\$ -	\$ -	\$ -
B01 FUNDING APPLICATIONS - ENGINEER	\$ 4,000.00	\$ 4,000.00	\$ -
B02 FUNDING APPLICATIONS - GRANT CONSULTANT	\$ -	\$ -	\$ -
B03 TOPOGRAPHIC SURVEYS	\$ -	\$ -	\$ -
B04 RECORD AND/OR TOPOGRAPHIC DRAWINGS	\$ -	\$ -	\$ -
B05 GEOTECHNICAL INVESTIGATIONS	\$ -	\$ 19,500.00	\$ 19,500.00
B06 CONCEPTUAL ENGINEERING REPORT	\$ -	\$ -	\$ -
B07 CONCEPTUAL/PRELIMINARY DESIGN FIELD SURVEYS	\$ -	\$ -	\$ -
B08 CIP REPORT OR PROGRAM REPORTS	\$ -	\$ -	\$ -
B09 STEP I FACILITY PLAN	\$ -	\$ -	\$ -
B10 FEASIBILITY STUDIES & REPORTS	\$ -	\$ -	\$ -
B11 MASTER PLANS, PHYSICAL PLANS	\$ -	\$ -	\$ -
B12 USER FEE RATE STUDIES	\$ -	\$ -	\$ -
B13 I/I ANALYSIS REPORT	\$ -	\$ -	\$ -
B14 SSES REPORT	\$ -	\$ -	\$ -
B15 SPECIAL FINANCE ASSESSMENT REPORTS	\$ -	\$ -	\$ -
B16 PRELIMINARY ENGINEERING REPORT	\$ 35,600.00	\$ 35,600.00	\$ -
B17 REVIEW OF EXISTING STUDIES/DESIGNS	\$ -	\$ -	\$ -
B18 ENVIRONMENTAL STUDY & INFORMATION DOCUMENTS	\$ -	\$ -	\$ -
B19 ENVIRONMENTAL REPORT	\$ 5,000.00	\$ 5,000.00	\$ -
B20 PRETREATMENT PROGRAMS	\$ -	\$ -	\$ -
B21 SLUDGE MANAGEMENT PLANS	\$ -	\$ -	\$ -
B22 PROJECT PERMIT(S) APPLICATIONS (RR PERMIT FEE)	\$ 6,000.00	\$ 6,000.00	\$ -
B23 COE SECTION 10 PERMITTING	\$ -	\$ -	\$ -
B24 RESERVED	\$ -	\$ -	\$ -
B25 RENDERINGS OR MODELS	\$ -	\$ -	\$ -
B26 COMPUTER NETWORK SYSTEM ANALYSIS	\$ -	\$ -	\$ -
B27 HYDROGRAPHIC SURVEYS	\$ -	\$ -	\$ -
B28 AGENCY COMPLIANCE REPORTS & RESPONSES	\$ -	\$ -	\$ -
B29 PROJECT PHOTOGRAPH/VIDEOS - DRONE	\$ -	\$ -	\$ -
B30 CORRIDOR STUDIES	\$ -	\$ -	\$ -
B31 LINE AND GRADE ROUTE STUDIES	\$ -	\$ -	\$ -
B32 THOROUGHFARE AND TRAFFIC STUDIES	\$ -	\$ -	\$ -
B33 PROGRAM REPORT UPDATES	\$ -	\$ -	\$ -

OPINION OF PROBABLE  
PROGRAM/PROJECT BUDGET/COST

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**CALCASIEU PARISH WATERWORKS DISTRICT NO. 10**  
**WATER SYSTEM IMPROVEMENTS**  
MA PROJECT NO. A8-09065/21060

DESCRIPTION	TOTAL COST ORIGINAL BUDGET	TOTAL COST REVISED BUDGET	INCREASE/ (DECREASE)
B34 PROJECT FUNDING AND FINANCE ANALYSIS	\$ -	\$ -	\$ -
B35 PROJECT IMPLEMENTATION STRATEGY	\$ -	\$ -	\$ -
B36 CONCEPTUAL/PRELIMINARY DRAWINGS	\$ -	\$ -	\$ -
B37 FACILITY APPRAISAL REPORTS	\$ -	\$ -	\$ -
B38 OPERATIONS & MAINTENANCE STUDIES	\$ -	\$ -	\$ -
B39 ANALYTICAL, QUALITY & QUALITATIVE LAB	\$ -	\$ -	\$ -
B40 DEVELOPER RFP'S NEGOTIATIONS & AGREEMENTS	\$ -	\$ -	\$ -
B41 MISCELLANEOUS PRELIMINARY SERVICES	\$ -	\$ -	\$ -
B42 PROJECT DEVELOPMENT FEE	\$ -	\$ -	\$ -
B43 ASSESSMENT/ANALYSIS REPORTS	\$ -	\$ -	\$ -
B44 PREPARATION OF DEVELOPMENT STANDARDS	\$ -	\$ -	\$ -
B45 DEVELOPMENT PROGRAMMING SERVICES	\$ -	\$ -	\$ -
B46 AERIAL PHOTOGRAPHY/MAPPING	\$ -	\$ -	\$ -
B47 SPECIFY	\$ -	\$ -	\$ -
<b>TOTAL SCHEDULE B</b>	<b>\$ 50,600.00</b>	<b>\$ 70,100.00</b>	<b>\$ 19,500.00</b>

OPINION OF PROBABLE  
PROGRAM/PROJECT BUDGET/COST

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**CALCASIEU PARISH WATERWORKS DISTRICT NO. 10**  
**WATER SYSTEM IMPROVEMENTS**  
MA PROJECT NO. A8-09065/21060

DESCRIPTION	TOTAL COST ORIGINAL BUDGET	TOTAL COST REVISED BUDGET	INCREASE/ (DECREASE)
SCHEDULE C - LAND, STRUCTURES, & RIGHTS-OF-WAY			
C01 APPRAISAL STUDIES/REPORT	\$ -	\$ -	\$ -
C02 COST OF LAND	\$ -	\$ -	\$ -
C03 COST OF RIGHT OF WAY EASEMENT (RR AGREEMENTS)	\$ 30,000.00	\$ 30,000.00	\$ -
C04 RIGHT OF WAY EASEMENT SURVEYS & MAPPING	\$ -	\$ -	\$ -
C05 PROPERTY SURVEYS & MAPS	\$ -	\$ -	\$ -
C06 RIGHT OF WAY PROCUREMENT & TECHNICAL SERVICE	\$ -	\$ -	\$ -
C07 OWNERSHIP REPORTS	\$ -	\$ -	\$ -
C08 STRUCTURE ACQUISITION COSTS	\$ -	\$ -	\$ -
C09 SITE SELECTION, SITE DEVELOPMENT	\$ -	\$ -	\$ -
C10 LAND & RIGHT OF WAY DOCUMENT REPRODUCTION, RECORDING, ETC.	\$ -	\$ -	\$ -
C11 REVISED	\$ -	\$ -	\$ -
C12 PHASE 1 ENVIRONMENTAL SITE ASSESSMENT	\$ -	\$ -	\$ -
C13 PHASE II ENVIRONMENTAL SITE ASSESSMENT	\$ -	\$ -	\$ -
C14 PHASE III - SITE MITIGATION PLANS	\$ -	\$ -	\$ -
C15 RESERVED	\$ -	\$ -	\$ -
C16 KCS RR PERMIT APPLICATION FEE	\$ -	\$ -	\$ -
C17 KCS RR R/W AGREEMENT FEE	\$ -	\$ -	\$ -
C18 WETLANDS STUDIES & COE 404 PERMITTING	\$ -	\$ -	\$ -
C19 KCS RR CONSTRUCTION OPSERVATION & FLAGGING FEE	\$ -	\$ -	\$ -
C20 GEOGRAPHIC INFORMATION SYSTEMS	\$ -	\$ -	\$ -
C21 LAND/SITE DEVELOPMENT PLANS	\$ -	\$ -	\$ -
C22 MISCELLANEOUS LAND RELATED SERVICES	\$ -	\$ -	\$ -
C23 LEGAL COSTS ASSOCIATED WITH RIGHT OF WAY	\$ -	\$ -	\$ -
C24 ABSTRACTS & FILING FEES	\$ -	\$ -	\$ -
C25 ACQUISITION OF EXISTING WATER SYSTEM	\$ -	\$ -	\$ -
<b>TOTAL SCHEDULE C</b>	<b>\$ 30,000.00</b>	<b>\$ 30,000.00</b>	<b>\$ -</b>

OPINION OF PROBABLE  
PROGRAM/PROJECT BUDGET/COST

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**CALCASIEU PARISH WATERWORKS DISTRICT NO. 10**  
**WATER SYSTEM IMPROVEMENTS**  
MA PROJECT NO. A8-09065/21060

DESCRIPTION	TOTAL COST ORIGINAL BUDGET	TOTAL COST REVISED BUDGET	INCREASE/ (DECREASE)
SCHEDULE D - A/E BASIC FEE			
DA1 PROGRAM PHASE (5%)	\$ -	\$ -	\$ -
DA2 SCHEMATIC DESIGN PHASE (25%)	\$ -	\$ -	\$ -
DA3 CONSTRUCTION DOCUMENT PHASE (30%)	\$ -	\$ -	\$ -
DA4 BID & NEGOTIATION PHASE (5%)	\$ -	\$ -	\$ -
DA5 CA PHASE (30%)	\$ -	\$ -	\$ -
DA6 CLOSE-OUT (5%)	\$ -	\$ -	\$ -
DA BASIC SERVICES - CONTRACT A	\$ -	\$ -	\$ -
DB1 PROGRAM PHASE (5%)	\$ -	\$ -	\$ -
DB2 SCHEMATIC DESIGN PHASE (25%)	\$ -	\$ -	\$ -
DB3 CONSTRUCTION DOCUMENT PHASE (30%)	\$ -	\$ -	\$ -
DB4 BID & NEGOTIATION PHASE (5%)	\$ -	\$ -	\$ -
DB5 CA PHASE (30%)	\$ -	\$ -	\$ -
DB6 CLOSE-OUT (5%)	\$ -	\$ -	\$ -
DB BASIC SERVICES - CONTRACT B	\$ -	\$ -	\$ -
DC1 PROGRAM PHASE (5%)	\$ 20,855.00	\$ 10,250.00	\$ (10,605.00)
DC2 SCHEMATIC DESIGN PHASE (25%)	\$ 104,275.00	\$ 51,250.00	\$ (53,025.00)
DC3 CONSTRUCTION DOCUMENT PHASE (30%)	\$ 125,130.00	\$ 61,500.00	\$ (63,630.00)
DC4 BID & NEGOTIATION PHASE (5%)	\$ 20,855.00	\$ 10,250.00	\$ (10,605.00)
DC5 CA PHASE (30%)	\$ 125,130.00	\$ 61,500.00	\$ (63,630.00)
DC6 CLOSE-OUT (5%)	\$ 20,855.00	\$ 10,250.00	\$ (10,605.00)
DC BASIC SERVICES - CONTRACT C	\$ 417,100.00	\$ 205,000.00	\$ (212,100.00)
DD1 PROGRAM PHASE (5%)	\$ 4,445.00	\$ 4,445.00	\$ -
DD2 SCHEMATIC DESIGN PHASE (25%)	\$ 22,225.00	\$ 22,225.00	\$ -
DD3 CONSTRUCTION DOCUMENT PHASE (30%)	\$ 26,670.00	\$ 26,670.00	\$ -
DD4 BID & NEGOTIATION PHASE (5%)	\$ 4,445.00	\$ 4,445.00	\$ -
DD5 CA PHASE (30%)	\$ 26,670.00	\$ 26,670.00	\$ -
DD6 CLOSE-OUT (5%)	\$ 4,445.00	\$ 4,445.00	\$ -
DD BASIC SERVICES - CONTRACT D	\$ 88,900.00	\$ 88,900.00	\$ -
<b>TOTAL SCHEDULE D</b>	<b>\$ 506,000.00</b>	<b>\$ 293,900.00</b>	<b>\$ (212,100.00)</b>

OPINION OF PROBABLE  
PROGRAM/PROJECT BUDGET/COST

Rev. 2023-03-21

**CALCASIEU PARISH WATERWORKS DISTRICT NO. 10**  
**WATER SYSTEM IMPROVEMENTS**  
MA PROJECT NO. A8-09065/21060

DESCRIPTION	TOTAL COST ORIGINAL BUDGET	TOTAL COST REVISED BUDGET	INCREASE/ (DECREASE)
SCHEDULE E - ADDITIONAL SERVICES			
E GENERAL ADDITIONAL SERVICES	\$ -	\$ -	\$ -
E00 CONSTRUCTION MANAGEMENT SERVICES	\$ -	\$ -	\$ -
E01 FINAL DESIGN FIELD SURVEYS	\$ -	\$ -	\$ -
E02 CONSTRUCTION SURVEYS, STAKING	\$ -	\$ -	\$ -
E03 FIELD SURVEYS FOR RECORD DRAWING	\$ -	\$ -	\$ -
E04 RECORD DRAWINGS/ NEW CONSTRUCTION	\$ -	\$ -	\$ -
E05 O&M MANUAL	\$ -	\$ -	\$ -
E06 OPERATION & START UP SERVICES	\$ -	\$ -	\$ -
E07 ALTERNATE DESIGN & BID DOCUMENTS	\$ -	\$ -	\$ -
E08 VALUE ENGINEERING	\$ -	\$ -	\$ -
E09 AIS COMPLIANCE	\$ 31,800.00	\$ 31,800.00	\$ -
E10 SPECIAL ARCHITECTURAL SERVICES	\$ -	\$ -	\$ -
E11 SPECIAL FIRE PROTECTION SERVICES	\$ -	\$ -	\$ -
E12 SPECIAL HAZARDOUS MATERIAL SERVICES	\$ -	\$ -	\$ -
E13 SPECIAL ENVIRONMENTAL SERVICES	\$ -	\$ -	\$ -
E14 SPECIAL FACILITIES MANAGEMENT SERVICES	\$ -	\$ -	\$ -
E15 SPECIAL GIS SERVICES & CONSULTANT	\$ -	\$ -	\$ -
E16 SPECIAL AUDIO/VISUAL SERVICES	\$ -	\$ -	\$ -
E17 SPECIAL ACOUSTICS SERVICES & CONSULTANT	\$ -	\$ -	\$ -
E18 SPECIAL INTERIORS & FURNISHING SERVICES	\$ -	\$ -	\$ -
E19 SPECIAL FOOD/BEVERAGE SERVICES	\$ -	\$ -	\$ -
E20 SPECIAL LAND USE SERVICES	\$ -	\$ -	\$ -
E21 SPECIAL COST SERVICES & CONSULTANT	\$ -	\$ -	\$ -
E22 SPECIAL CONSULTANT (DAVIS BACON ACT)	\$ -	\$ -	\$ -
E23 EXTENDED BASIC SERVICES	\$ -	\$ -	\$ -
E24 EXPERT SERVICES FOR COURT OR ARBITRATION	\$ -	\$ -	\$ -
E25 QUANTITY SURVEYS OF MATERIAL, EQUIP. & LABOR	\$ -	\$ -	\$ -
E26 DAMAGE SURVEYS & REPORTS	\$ -	\$ -	\$ -
E27 O&M OVERSIGHT ASSISTANCE	\$ -	\$ -	\$ -
E28 PROGRAM/CONSTRUCTION CLOSE-OUT	\$ -	\$ -	\$ -
E29 ALTERNATIVE SCHEMATIC DESIGN	\$ -	\$ -	\$ -
E30 SUPPLEMENTAL CA SERVICES	\$ -	\$ -	\$ -
E31 REPRODUCTION AND PRINTING	\$ -	\$ -	\$ -
E32 DESIGN FOR FUTURE FACILITIES	\$ -	\$ -	\$ -
E33 OWNER SCOPE CHANGE DIRECTIVES	\$ -	\$ -	\$ -



OPINION OF PROBABLE  
PROGRAM/PROJECT BUDGET/COST

Rev. 2023-03-21

**CALCASIEU PARISH WATERWORKS DISTRICT NO. 10**  
**WATER SYSTEM IMPROVEMENTS**  
MA PROJECT NO. A8-09065/21060

<b>DESCRIPTION</b>	<b>TOTAL COST ORIGINAL BUDGET</b>	<b>TOTAL COST REVISED BUDGET</b>	<b>INCREASE/ (DECREASE)</b>
E34 GROW IN & START UP	\$ -	\$ -	\$ -
E35 LADOTD DRIVEWAY PERMIT	\$ -	\$ -	\$ -
E36 LADOTD PROJECT PERMIT (2)	\$ 1,700.00	\$ 1,700.00	\$ -
E37 PARISH UTILITY PERMIT	\$ -	\$ -	\$ -
E38 RAILROAD CROSSING PERMIT (3)	\$ 5,400.00	\$ 5,400.00	\$ -
<b>TOTAL SCHEDULE E</b>	<b>\$ 38,900.00</b>	<b>\$ 38,900.00</b>	<b>\$ -</b>

OPINION OF PROBABLE  
PROGRAM/PROJECT BUDGET/COST

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**CALCASIEU PARISH WATERWORKS DISTRICT NO. 10**  
**WATER SYSTEM IMPROVEMENTS**  
MA PROJECT NO. A8-09065/21060

DESCRIPTION	TOTAL COST ORIGINAL BUDGET	TOTAL COST REVISED BUDGET	INCREASE/ (DECREASE)
SCHEDULE F - INSPECTION			
F01 RESIDENT PROJECT REPRESENTATIVE	\$ -	\$ -	\$ -
F01A RPR - CONTRACT A -	\$ -	\$ -	\$ -
F01B RPR - CONTRACT B -	\$ -	\$ -	\$ -
F01C RPR - CONTRACT C -	\$ 257,600.00	\$ 185,000.00	\$ (72,600.00)
F01D RPR - CONTRACT D -	\$ 34,700.00	\$ 34,700.00	\$ -
F02 AUDIT INSPECTION	\$ -	\$ -	\$ -
F03 QUALITY ASSURANCE TESTING	\$ -	\$ -	\$ -
F03A QUALITY ASSURANCE - CONTRACT A	\$ -	\$ -	\$ -
F03B QUALITY ASSURANCE - CONTRACT B	\$ -	\$ -	\$ -
F03C QUALITY ASSURANCE - CONTRACT C	\$ 7,500.00	\$ 7,500.00	\$ -
F03D QUALITY ASSURANCE - CONTRACT D	\$ 50,000.00	\$ 50,000.00	\$ -
F03E QUALITY ASSURANCE - CONTRACT E	\$ -	\$ -	\$ -
<b>TOTAL SCHEDULE F</b>	<b>\$ 349,800.00</b>	<b>\$ 277,200.00</b>	<b>\$ (72,600.00)</b>

OPINION OF PROBABLE  
PROGRAM/PROJECT BUDGET/COST

Rev. 2023-03-21

**CALCASIEU PARISH WATERWORKS DISTRICT NO. 10**  
**WATER SYSTEM IMPROVEMENTS**  
MA PROJECT NO. A8-09065/21060

DESCRIPTION	TOTAL COST ORIGINAL BUDGET	TOTAL COST REVISED BUDGET	INCREASE/ (DECREASE)
SCHEDULE K - CONSTRUCTION CONTRACT COSTS			
KA CONTRACT A -	\$ -	\$ -	\$ -
KB CONTRACT B -	\$ -	\$ -	\$ -
KC CONTRACT C - Phase 2 Distribution Expansion	\$ 6,440,000.00	\$ 7,056,375.84	\$ 616,375.84
KD CONTRACT D - Elevated Water Storage Tank	\$ 1,500,000.00	\$ 1,629,100.00	\$ 129,100.00
<b>SUBTOTAL CONSTRUCTION</b>	<b>\$ 7,940,000.00</b>	<b>\$ 8,685,475.84</b>	<b>\$ 745,475.84</b>

OPINION OF PROBABLE  
PROGRAM/PROJECT BUDGET/COST

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**CALCASIEU PARISH WATERWORKS DISTRICT NO. 10**  
**WATER SYSTEM IMPROVEMENTS**  
MA PROJECT NO. A8-09065/21060

DESCRIPTION	TOTAL COST ORIGINAL BUDGET	TOTAL COST REVISED BUDGET	INCREASE/ (DECREASE)
SCHEDULE M - MISCELLANEOUS COSTS			
M01 INTEREST EXPENSE	\$ 160,000.00	\$ 160,000.00	\$ -
M02 CONSTRUCTION CLAIM & LITIGATION RESERVE	\$ -	\$ -	\$ -
M03 ESCALATION COVERAGE	\$ -	\$ -	\$ -
M04 MISCELLANEOUS	\$ -	\$ -	\$ -
M05 UNALLOWABLE COST RESERVE	\$ -	\$ -	\$ -
M06 UTILITY COMPANY SERVICES EXTENSION POWER	\$ -	\$ -	\$ -
M07 UTILITY COMPANY SERVICE EXTENSION GAS	\$ -	\$ -	\$ -
M08 UTILITY COMPANY SERVICE EXTENSION WASTEWATER	\$ -	\$ -	\$ -
M09 UTILITY COMPANY SERVICE EXTENSION OTHER	\$ -	\$ -	\$ -
M10 PROJECT INSURANCE SUPPLEMENT E&O	\$ -	\$ -	\$ -
M11 PROJECT INSURANCE BUILDER'S RISK	\$ -	\$ -	\$ -
M12 PROJECT FIELD OFFICE & SERVICES EXPENSE	\$ -	\$ -	\$ -
M13 REIMBURSABLE EXPENSES FOR TECHNICAL SERVICES	\$ -	\$ -	\$ -
M14 FIELD SERVICES EXPENSES	\$ -	\$ -	\$ -
M15 FACILITY PRE-OPENING EXPENSES	\$ -	\$ -	\$ -
M16 SALES TAX FOR PROJECT EQUIPMENT/ MATERIALS	\$ -	\$ -	\$ -
M17 REFINANCING OF EXISTING REVENUE BONDS	\$ -	\$ -	\$ -
<b>TOTAL SCHEDULE M</b>	<b>\$ 160,000.00</b>	<b>\$ 160,000.00</b>	<b>\$ -</b>

OPINION OF PROBABLE  
PROGRAM/PROJECT BUDGET/COST

Rev. 2023-03-21

**CALCASIEU PARISH WATERWORKS DISTRICT NO. 10**  
**WATER SYSTEM IMPROVEMENTS**  
MA PROJECT NO. A8-09065/21060

<b>DESCRIPTION</b>	<b>TOTAL COST ORIGINAL BUDGET</b>	<b>TOTAL COST REVISED BUDGET</b>	<b>INCREASE/ (DECREASE)</b>
SCHEDULE N - CONTINGENCY			
N01 PROJECT RESERVE & CONTINGENCY	\$ 129,100.00	\$ 148,824.16	\$ 19,724.16
N02 FUTURE PROJECTS	\$ -	\$ -	\$ -
<b>TOTAL SCHEDULE N</b>	<b>\$ 129,100.00</b>	<b>\$ 148,824.16</b>	<b>\$ 19,724.16</b>

**Bid Tabulation**  
**Elevated Water Storage Tank**  
**Waterworks District No. 10 of**  
**Ward 7 of Calcasieu Parish**  
**M. A. Project No. A8-09065-DD**  
BID DATE: March 16, 2023  
BID TIME: 2:30 P.M. (Central Daylight Savings Time)

<u>CONTRACTOR</u>	<u>TOTAL BASE BID</u>	<u>ALTERNATE NO. 1</u>
Maguire Iron, Inc.	\$1,629,100.00	\$30,000.00
Phoenix Fabricators & Erectors, LLC	\$1,767,073.00	\$114,248.00
Caldwell Tanks, Inc.	\$1,977,000.00	\$115,000.00
ENGINEER'S ESTIMATE	\$1,450,000.00	\$50,000.00

I hereby state that to the best of my knowledge and belief this is a true and correct tabulation of the bids received for the project described herein.

  
\_\_\_\_\_  
Alan B. Sifford, P.E.

**Bid Tabulation**  
**Elevated Water Storage Tank**  
**Waterworks District No. 10 of**  
**Ward 7 of Calcasieu Parish**  
**M. A. Project No. A8-09065-DD**

Maguire Iron, Inc.  
 1610 N. Minnesota Ave.  
 Sioux Falls, SD 57104  
 LA Contractor Lic. No. 42347

Phoenix Fabricators & Erectors,  
 LLC  
 182 South County Rd 900E  
 Avon, Indiana 46123  
 LA Contractor Lic. No. 23245

Caldwell Tanks, Inc.  
 4000 Tower Rd  
 Louisville, KY 40219  
 LA Contractor Lic. No. 10713

REF NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
<b>BASE BID</b>									
1.1(01)	1	Lump Sum	Project Sign	\$500.00	\$500.00	\$750.00	\$750.00	\$750.00	\$750.00
1.2(01)	1	Lump Sum	Mobilization	\$80,000.00	\$80,000.00	\$50,000.00	\$50,000.00	\$98,000.00	\$98,000.00
2.3(01)	1	Lump Sum	Hydro-seeding	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
2.8(01)	1	Lump Sum	Limestone surface course	\$8,500.00	\$8,500.00	\$6,500.00	\$6,500.00	\$27,400.00	\$27,400.00
2.10(01)	1	Lump Sum	Furnish & install chain link fencing	\$17,000.00	\$17,000.00	\$19,000.00	\$19,000.00	\$22,000.00	\$22,000.00
9.1(01)	-1	Lump Sum	Painting & coating of elevated water storage tank	\$208,000.00	\$208,000.00	\$207,678.00	\$207,678.00	\$208,000.00	\$208,000.00
10.3(01)	1	Lump Sum	Furnish & install 300,000 gallon elevated water storage tank	\$1,068,600.00	\$1,068,600.00	\$859,945.00	\$859,945.00	\$1,276,350.00	\$1,276,350.00
10.3(02)	1	Lump Sum	Furnish & install concrete foundation for elevated water storage tank	\$225,000.00	\$225,000.00	\$601,700.00	\$601,700.00	\$280,000.00	\$280,000.00
16.2(01)	1	Lump Sum	Furnish & install electrical system	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$60,000.00	\$60,000.00
			<b>TOTAL BASE BID</b>		<b>\$1,629,100.00</b>		<b>\$1,767,073.00</b>		<b>\$1,977,000.00</b>

**Bid Tabulation  
 Elevated Water Storage Tank  
 Waterworks District No. 10 of  
 Ward 7 of Calcasieu Parish  
 M. A. Project No. A8-09065-DD**

Maguire Iron, Inc.  
 1610 N. Minnesota Ave.  
 Sioux Falls, SD 57104  
 LA Contractor Lic. No. 42347

Phoenix Fabricators & Erectors,  
 LLC  
 182 South County Rd 900E  
 Avon, Indiana 46123  
 LA Contractor Lic. No. 23245

Caldwell Tanks, Inc.  
 4000 Tower Rd  
 Louisville, KY 40219  
 LA Contractor Lic. No. 10713

REF NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
<b>ADDITIVE ALTERNATE NO. 1</b>									
15.2(01)	1	Lump Sum	Furnish & install reservoir hydrodynamic mixing system	\$30,000.00	\$30,000.00	\$114,248.00	\$114,248.00	\$115,000.00	\$115,000.00
			<b>TOTAL ADDITIVE ALTERNATE NO. 1</b>		<b>\$30,000.00</b>		<b>\$114,248.00</b>		<b>\$115,000.00</b>



**Bid Tabulation  
Potable Water Distribution System (Phase 2)  
Waterworks District No. 10 of  
Ward 7 of Calcasieu Parish  
M. A. Project No. A8-09065-DC**

BID DATE: March 16, 2023  
BID TIME: 2:00 P.M. (Central Daylight Savings System)

<u>CONTRACTOR</u>	<u>TOTAL BASE BID</u>	<u>TOTAL ADDITIVE ALTERNATE NO. 1</u>	<u>TOTAL ADDITIVE ALTERNATE NO. 2</u>	<u>TOTAL ADDITIVE ALTERNATE NO. 3</u>
Apeck Construction, LLC	\$7,056,375.84	\$250,047.34	\$147,368.55	\$89,030.38
Allco, LLC	\$8,168,660.00	\$171,380.00	\$198,905.00	\$110,710.00
ENGINEER'S ESTIMATE	\$6,800,000.00	\$300,000.00	\$160,000.00	\$90,000.00

I hereby state that to the best of my knowledge and belief this is a true and correct tabulation of the bids received for the project described herein.

  
\_\_\_\_\_  
Alan B. Sifford, P.E.



**Bid Tabulation**  
**Potable Water Distribution System (Phase 2)**  
**Waterworks District No. 10 of**  
**Ward 7 of Calcasieu Parish**  
**M. A. Project No. A8-09065-DC**

Apeck Construction, LLC  
P.O. Box 640  
Anacoco, LA 71403  
LA Contractor Lic. No. 27239

Allco, LLC  
P.O. Box 3684  
Beaumont, TX 77704  
LA Contractor Lic. No. 21953

REF NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
<b>BASE BID</b>							
100(01)	1	Lump Sum	Project Sign	\$6,076.09	\$6,076.09	\$1,500.00	\$1,500.00
201(01)	500	LF	Grubbing	\$11.01	\$5,505.00	\$5.00	\$2,500.00
201(02)	11,500	LF	Clearing and grubbing	\$2.53	\$29,095.00	\$6.50	\$74,750.00
713(01)	1	Lump Sum	Temporary signs & barricades	\$12,152.18	\$12,152.18	\$5,000.00	\$5,000.00
720(01)(B)	500	SY	Erosion control system (Type B)	\$55.38	\$27,690.00	\$20.00	\$10,000.00
727(01)	1	Lump Sum	Mobilization	\$41,553.45	\$41,553.45	\$400,000.00	\$400,000.00
741(01)(C)(12)(26)	5,000	LF	Furnish & install 12" water main	\$46.22	\$231,100.00	\$49.75	\$248,750.00
741(01)(C)(8)(26)	20,000	LF	Furnish & install 8" water main	\$26.54	\$530,800.00	\$31.75	\$635,000.00
741(01)(C)(6)(26)	140,000	LF	Furnish & install 6" water main	\$18.00	\$2,520,000.00	\$25.25	\$3,535,000.00
741(01)(C)(3)(21)	13,500	LF	Furnish & install 3" water main	\$11.56	\$156,060.00	\$19.00	\$256,500.00
741(02)(4)	60	LF	Furnish & install 4" AWWA C151 ductile iron service line	\$127.92	\$7,675.20	\$78.00	\$4,680.00
741(02)(3)	60	LF	Furnish & install 3" AWWA C151 ductile iron service line	\$118.44	\$7,106.40	\$77.00	\$4,620.00
741(02)(2)	140	LF	Furnish & install 2" AWWA C901 CTS HDPE service line	\$28.31	\$3,963.40	\$10.50	\$1,470.00

**Bid Tabulation**  
**Potable Water Distribution System (Phase 2)**  
**Waterworks District No. 10 of**  
**Ward 7 of Calcasieu Parish**  
**M. A. Project No. A8-09065-DC**

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P.O. Box 640  
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Allco, LLC  
P.O. Box 3684  
Beaumont, TX 77704  
LA Contractor Lic. No. 21953

REF NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
741(02)(1)	600	LF	Furnish & install 1" AWWA C901 CTS HDPE service line	\$17.18	\$10,308.00	\$7.00	\$4,200.00
741(02)(3/4)	14,000	LF	Furnish & install 3/4" ASTM D2737 HDPE CTS SDR-9 service line	\$11.11	\$155,540.00	\$5.00	\$70,000.00
741(03)(12)	2,000	LF	Horizontal directional drilling for 12" water main (to be paid in addition to price for open-cut installation)	\$63.65	\$127,300.00	\$28.00	\$56,000.00
741(03)(8)	1,250	LF	Horizontal directional drilling for 8" water main (to be paid in addition to price for open-cut installation)	\$46.16	\$57,700.00	\$19.00	\$23,750.00
741(03)(6)	16,000	LF	Horizontal directional drilling for 6" water main (to be paid in addition to price for open-cut installation)	\$31.31	\$500,960.00	\$30.00	\$480,000.00
741(03)(4)	60	LF	Horizontal directional drilling for 4" service line (to be paid in addition to price for open-cut installation)	\$49.59	\$2,975.40	\$15.50	\$930.00
741(03)(3)	1,500	LF	Horizontal directional drilling for 3" water main/service line (to be paid in addition to price for open-cut installation)	\$19.84	\$29,760.00	\$10.00	\$15,000.00
741(03)(2)	120	LF	Horizontal directional drilling for 2" service line (to be paid in addition to price for open-cut installation)	\$14.88	\$1,785.60	\$9.00	\$1,080.00

**Bid Tabulation**  
**Potable Water Distribution System (Phase 2)**  
**Waterworks District No. 10 of**  
**Ward 7 of Calcasieu Parish**  
**M. A. Project No. A8-09065-DC**

Apeck Construction, LLC  
P.O. Box 640  
Anacoco, LA 71403  
LA Contractor Lic. No. 27239

Allco, LLC  
P.O. Box 3684  
Beaumont, TX 77704  
LA Contractor Lic. No. 21953

REF NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
741(03)(1)	750	LF	Horizontal directional drilling for 1" service line (to be paid in addition to price for open-cut installation)	\$11.90	\$8,925.00	\$8.00	\$6,000.00
741(03)(3/4)	10,000	LF	Horizontal directional drilling for 3/4" service line (to be paid in addition to price for open-cut installation)	\$14.88	\$148,800.00	\$5.25	\$52,500.00
741(04)(16)	220	LF	Furnish & install 16" steel casing by dry jack & bore (carrier pipe paid separately)	\$525.99	\$115,717.80	\$602.00	\$132,440.00
741(04)(10)	580	LF	Furnish & install 10" steel casing by dry jack & bore (carrier pipe paid separately)	\$370.26	\$214,750.80	\$407.00	\$236,060.00
741(06)(12)	5	Each	Furnish & install 12" gate valve with box	\$4,787.25	\$23,936.25	\$4,400.00	\$22,000.00
741(06)(8)	18	Each	Furnish & install 8" gate valve with box	\$2,807.92	\$50,542.56	\$2,400.00	\$43,200.00
741(06)(6)	121	Each	Furnish & install 6" gate valve with box	\$1,724.25	\$208,634.25	\$1,675.00	\$202,675.00
741(06)(3)	18	Each	Furnish & install 3" gate valve with box	\$1,536.22	\$27,651.96	\$1,250.00	\$22,500.00
741(08)(12)(3)	1	Each	Furnish & install 12"x3" tapping sleeve and valve with box	\$5,238.61	\$5,238.61	\$4,510.00	\$4,510.00
741(08)(6)(3)	1	Each	Furnish & install 6"x3" tapping sleeve and valve with box	\$4,822.78	\$4,822.78	\$4,210.00	\$4,210.00
741(10)	67	Each	Furnish & install 6" 3-way fire hydrant with auxiliary gate valve and box	\$5,780.56	\$387,297.52	\$5,900.00	\$395,300.00

**Bid Tabulation**  
**Potable Water Distribution System (Phase 2)**  
**Waterworks District No. 10 of**  
**Ward 7 of Calcasieu Parish**  
**M. A. Project No. A8-09065-DC**

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Allco, LLC  
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Beaumont, TX 77704  
LA Contractor Lic. No. 21953

REF NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
741(13)	18	Each	Furnish & install 2" flush hydrant	\$1,981.03	\$35,658.54	\$1,350.00	\$24,300.00
741(14)	12.5	Ton	Furnish & install ductile iron mechanical joint fittings	\$16,384.04	\$204,800.50	\$10,200.00	\$127,500.00
741(15)(12)	5	Each	Furnish & install 12" joint restraint	\$411.80	\$2,059.00	\$300.00	\$1,500.00
741(15)(8)	15	Each	Furnish & install 8" joint restraint	\$240.91	\$3,613.65	\$180.00	\$2,700.00
741(15)(6)	130	Each	Furnish & install 6" joint restraint	\$177.95	\$23,133.50	\$125.00	\$16,250.00
741(15)(3)	10	Each	Furnish & install 3" joint restraint	\$145.88	\$1,458.80	\$75.00	\$750.00
741(16)(12)	10	Each	Furnish & install 12" PE/MJ adapters	\$581.76	\$5,817.60	\$450.00	\$4,500.00
741(16)(8)	20	Each	Furnish & install 8" PE/MJ adapters	\$474.69	\$9,493.80	\$325.00	\$6,500.00
741(16)(6)	72	Each	Furnish & install 6" PE/MJ adapters	\$445.53	\$32,078.16	\$260.00	\$18,720.00
741(16)(3)	22	Each	Furnish & install 3" PE/MJ adapters	\$395.70	\$8,705.40	\$195.00	\$4,290.00
741(20)(4)	1	Each	New 4" service assembly	\$9,806.04	\$9,806.04	\$12,800.00	\$12,800.00
741(20)(3)	1	Each	New 3" service assembly	\$8,590.82	\$8,590.82	\$12,225.00	\$12,225.00
741(20)(2)	3	Each	New 2" service assembly	\$3,734.02	\$11,202.06	\$3,525.00	\$10,575.00
741(20)(1)	1	Each	New 1" service assembly	\$2,393.21	\$2,393.21	\$1,400.00	\$1,400.00
741(20)(3/4)	350	Each	New 3/4" service assembly	\$984.57	\$344,599.50	\$875.00	\$306,250.00

**Bid Tabulation**  
**Potable Water Distribution System (Phase 2)**  
**Waterworks District No. 10 of**  
**Ward 7 of Calcasieu Parish**  
**M. A. Project No. A8-09065-DC**

Apeck Construction, LLC  
P.O. Box 640  
Anacoco, LA 71403  
LA Contractor Lic. No. 27239

Allco, LLC  
P.O. Box 3684  
Beaumont, TX 77704  
LA Contractor Lic. No. 21953

REF NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
741(25)	5	Each	Furnish & install sampling stations	\$1,937.89	\$9,689.45	-\$2,150.00	\$10,750.00
741(26)	10	Each	Furnish & install test point assemblies	\$1,293.83	\$12,938.30	\$1,075.00	\$10,750.00
741(28)	100	CY	Furnish & install concrete thrust blocks	\$1.22	\$122.00	\$250.00	\$25,000.00
741(29)(A)	40	Each	Furnish & install fiberglass marking posts	\$72.91	\$2,916.40	\$90.00	\$3,600.00
741(29)(B)	6	Each	Furnish & install railroad marking posts	\$145.83	\$874.98	\$75.00	\$450.00
741(30)	16	Each	Furnish & install detector wire grounding anodes	\$121.52	\$1,944.32	\$300.00	\$4,800.00
741(36)	50	CY	Furnish & install select backfill	\$36.46	\$1,823.00	\$40.00	\$2,000.00
741(37)	50	CY	Extra excavation	\$6.08	\$304.00	\$25.00	\$1,250.00
741(39)	40,000	LF	Turf Construction	\$0.16	\$6,400.00	\$0.20	\$8,000.00
741(40)	4,000	LF	Remove & replace aggregate surfacing	\$15.19	\$60,760.00	\$20.00	\$80,000.00
741(42)	100	LF	Remove & replace asphalt surfacing	\$224.86	\$22,486.00	\$50.00	\$5,000.00
741(43)	50	CY	Traffic maintenance aggregate	\$121.52	\$6,076.00	\$200.00	\$10,000.00
741(44)	178,500	LF	Testing & disinfection of water mains (minimum bid price of \$0.15 per LF)	\$0.18	\$32,130.00	\$0.35	\$62,475.00
741(45)	158,000	LF	Clean-up and final dressing of water main trenches (minimum bid price of \$0.15 per LF)	\$0.18	\$28,440.00	\$0.30	\$47,400.00

**Bid Tabulation**  
**Potable Water Distribution System (Phase 2)**  
**Waterworks District No. 10 of**  
**Ward 7 of Calcasieu Parish**  
**M. A. Project No. A8-09065-DC**

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Anacoco, LA 71403  
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Allco, LLC  
P.O. Box 3684  
Beaumont, TX 77704  
LA Contractor Lic. No. 21953

REF NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
741(46)(A)	2	Each	Railroad utility crossing (with excavations outside railroad r/w)	\$24,749.87	\$49,499.74	\$40,000.00	\$80,000.00
741(46)(B)	1	Each	Railroad utility crossing (with excavations inside railroad r/w)	\$102,037.49	\$102,037.49	\$20,000.00	\$20,000.00
741(47)	20	Each	Automatic flushing station	\$3,489.69	\$69,793.80	\$4,100.00	\$82,000.00
741(48)	4	Each	Air release valve station	\$4,770.28	\$19,081.12	\$4,950.00	\$19,800.00
M-01	1	Lump Sum	Furnish & install above ground control piping	\$191,616.14	\$191,616.14	\$155,000.00	\$155,000.00
E-01	1	Lump Sum	Furnish & install electrical equipment	\$72,609.27	\$72,609.27	\$38,000.00	\$38,000.00
			<b>TOTAL BASE BID</b>		<b>\$7,056,375.84</b>		<b>\$8,168,660.00</b>
<b>ADDITIVE ALTERNATE NO. 1</b>							
741(01)(C)(12)(26)	8,200	LF	Furnish & install 12" water main	\$47.99	\$393,518.00	\$49.75	\$407,950.00
741(01)(C)(8)(26)	-8,200	LF	Delete furnish & install 8" water main	\$24.56	-\$201,392.00	\$31.75	-\$260,350.00
741(03)(12)	300	LF	Horizontal directional drilling for 12" water main (to be paid in addition to price for open-cut installation)	\$63.65	\$19,095.00	\$28.00	\$8,400.00

**Bid Tabulation**  
**Potable Water Distribution System (Phase 2)**  
**Waterworks District No. 10 of**  
**Ward 7 of Calcasieu Parish**  
**M. A. Project No. A8-09065-DC**

Apeck Construction, LLC  
P.O. Box 640  
Anacoco, LA 71403  
LA Contractor Lic. No. 27239

Allco, LLC  
P.O. Box 3684  
Beaumont, TX 77704  
LA Contractor Lic. No. 21953

REF NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
741(03)(8)	-300	LF	Delete horizontal directional drilling for 8" water main (to be paid in addition to price for open-cut installation)	\$42.84	-\$12,852.00	\$19.00	-\$5,700.00
741(06)(12)	8	Each	Furnish & install 12" gate valve with box	\$4,787.26	\$38,298.08	\$4,400.00	\$35,200.00
741(06)(8)	-8	Each	Delete furnish & install 8" gate valve with box	\$2,786.24	-\$22,289.92	\$2,400.00	-\$19,200.00
741(14)	0.4	Ton	Furnish & install ductile iron mechanical joint fittings	\$82,356.05	\$32,942.42	\$10,200.00	\$4,080.00
741(16)(12)	8	Each	Furnish & install 12" PE/PVC adapters	\$581.76	\$4,654.08	\$450.00	\$3,600.00
741(16)(8)	-8	Each	Delete furnish & install 8" PE/PVC adapters	\$240.79	-\$1,926.32	\$325.00	-\$2,600.00
			<b>TOTAL ALT. NO. 1 BID</b>		<b>\$250,047.34</b>		<b>\$171,380.00</b>
<b>ADDITIVE ALTERNATE NO. 2</b>							
741(01)(C)(6)(26)	7,200	LF	Furnish & install 6" water main	\$18.14	\$130,608.00	\$25.25	\$181,800.00
741(03)(6)	130	LF	Horizontal directional drilling for 6" water main (to be paid in addition to price for open-cut installation)	\$31.82	\$4,136.60	\$30.00	\$3,900.00
741(06)(6)	3	Each	Furnish & install 6" gate valve with box	\$2,141.93	\$6,425.79	\$1,675.00	\$5,025.00



**Bid Tabulation**  
**Potable Water Distribution System (Phase 2)**  
**Waterworks District No. 10 of**  
**Ward 7 of Calcasieu Parish**  
**M. A. Project No. A8-09065-DC**

Apeck Construction, LLC  
P.O. Box 640  
Anacoco, LA 71403  
LA Contractor Lic. No. 27239

Alico, LLC  
P.O. Box 3684  
Beaumont, TX 77704  
LA Contractor Lic. No. 21953

REF NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
741(16)(6)	2	Each	Furnish & install 6" PE/MJ adapters	\$441.89	\$883.78	\$260.00	\$520.00
741(26)	1	Each	Furnish & install test point assemblies	\$1,257.38	\$1,257.38	\$1,075.00	\$1,075.00
741(40)	100	LF	Remove & replace aggregate surfacing	\$15.19	\$1,519.00	\$20.00	\$2,000.00
741(44)	7,100	LF	Testing & disinfection of water mains (minimum bid price of \$0.15 per LF)	\$0.18	\$1,278.00	\$0.35	\$2,485.00
741(45)	7,000	LF	Clean-up and final dressing of water main trenches (minimum bid price of \$0.15 per LF)	\$0.18	\$1,260.00	\$0.30	\$2,100.00
<b>TOTAL ALT. NO. 2 BID</b>					<b>\$147,368.55</b>		<b>\$198,905.00</b>
<b>ADDITIVE ALTERNATE NO. 3</b>							
741(01)(C)(6)(26)	3,400	LF	Furnish & install 6" water main	\$18.44	\$62,696.00	\$25.25	\$85,850.00
741(03)(6)	710	LF	Horizontal directional drilling for 6" water main (to be paid in addition to price for open-cut installation)	\$31.81	\$22,585.10	\$30.00	\$21,300.00
741(16)(6)	6	Each	Furnish & install 6" PE/MJ adapters	\$441.88	\$2,651.28	\$260.00	\$1,560.00
741(44)	3,400	LF	Testing & disinfection of water mains (minimum bid price of \$0.15 per LF)	\$0.18	\$612.00	\$0.35	\$1,190.00

**Bid Tabulation**  
**Potable Water Distribution System (Phase 2)**  
**Waterworks District No. 10 of**  
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**M. A. Project No. A8-09065-DC**

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Anacoco, LA 71403  
LA Contractor Lic. No. 27239

Allco, LLC  
P.O. Box 3684  
Beaumont, TX 77704  
LA Contractor Lic. No. 21953

REF NO.	QNTY	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	UNIT PRICE	UNIT PRICE EXTENSION
741(45)	2,700	LF	Clean-up and final dressing of water main trenches (minimum bid price of \$0.15 per LF)	\$0.18	\$486.00	\$0.30	\$810.00
			<b>TOTAL ALT. NO. 3 BID</b>		<b>\$89,030.38</b>		<b>\$110,710.00</b>

# D'Arbonne Water System, Inc.

410 Holly St., Bernice, LA 71222

April 4, 2023

Ms. Traci Watts, Director  
Local Government Assistance  
Office of Community Development  
P.O. Box 94095  
Baton Rouge, LA 70804-9095

RE: Water Sector Commission  
Round 1 Funding  
D'Arbonne Water System – South  
PWS# LA-1111023 – Union Parish

Dear Ms. Watts:

The Louisiana Water Sector Commission awarded the D'Arbonne Water System, Inc. a grant in the amount of \$573,276 in April, 2022 to be used to construct and install an Activated Carbon Adsorption System at their Mt. Tabor well and tank site. D'Arbonne Water System, Inc. pledged to provide local funds of \$191,992 to cover the cost of engineering and inspection fees, right-of-way acquisition and approximately 12.9% of the estimated construction cost.

Bids were received for the construction of the project on March 30, 2023. The lowest responsible bid received was in the amount of \$789,500 which was \$191,500 in excess of the October 28, 2021 Engineers cost estimate.

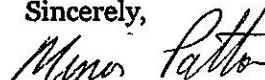
Due to inflation since the estimate was prepared and the grant awarded, prices of construction have significantly increased, especially for iron and steel manufactured products. The cost of our project to install an activated carbon adsorption system at the Mt. Tabor well and tank site is now significantly more than was estimated at the time applications were submitted.

We believe that we have good bid prices especially since the second low bidder was only \$9,495 or 1.2% higher than the lowest bidder. We also believe that everything included in our project plans is necessary for the project and that nothing of significance can be eliminated by change order to reduce the cost.

We request that the Water Sector Program grant funds be increased by \$190,000 to relieve the burden on D'Arbonne Water System, Inc. to award and construct this project.

Please contact me at your earliest convenience to discuss our request in greater detail.

Sincerely,



Minor Patton  
President

**Items for Consideration - May 5 , 2023 Water Sector Commission Meeting**

Round	Subrecipient Number	Entity	Type	Comments	Previous Actions
<b>Requests for Additional Funding</b>					
1	LAWSP10135	Calcasieu Water Works District 10	Water	Request for \$500,000 of additional funding due to bids exceeding available funds. 85% match commitment, HB2 project. WSP funds \$270,270, \$229,730 matching funds. Original award \$5,000,000. 5.1% increase of award, \$5,270,270 total grant award.	
1	LAWSP10188	D'Arbonne Water System	Water	Request for \$191,500 of additional funding due to bids exceeding available funds. 33% match commitment. WSP funds \$143,985, \$47,515 matching funds. Original award \$573,276. 20% increase of award, \$717,261 total grant award.	
1	LAWSP10275	St. Francisville	Sewer	Request for \$ 1,507,320 of additional funding due to bids exceeding available funds. 212% match commitment. WSP funds \$483,116, \$1,024,204 matching funds. Original award \$2,450,000. 16.5% increase of award, \$2,933,116 total grant award.	
1	LAWSP10654	Tangipahoa Parish Sewerage District No. 1	Sewer	Request for \$1,685,625 of additional funding due to bids exceeding available funds. 31% match commitment. WSP funds \$1,286,736, \$398,889 matching funds. Original award \$2,885,000. 30.8% increase of award, \$4,171,736 total grant award.	



11936 Ferdinand Street • P. O. Box 400 • St. Francisville, LA 70775  
Phone 225.635.3688 • Fax 225.635.6984 • email: townhall@townofstf.com

April 12, 2023

Traci Watts, Director  
Local Government Assistance  
Office of Community Development  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

RE: Town of St Francisville  
Water Sector Program – Sewer System  
PEC Project No. 11516.12  
Subrecipient Number: LAWSP10275

Dear Ms. Watts:

We are in receipt of Bids for the above referenced project which exceed the estimated costs. Attached is information describing the value engineering process undertaken to effectively reduce costs without reducing the project scope.

The Town is proposing to provide \$711,000 in additional funds to the previously committed match and is requesting **\$631,000.00 in additional funds** from the Water Sector Program for a Total Water Sector Funding of \$3,081,000.00.

We would greatly appreciate your review of this request and consideration by the Water Sector Commission.

Your continued assistance with this project is greatly appreciated and if you have any questions or require any additional information, please do not hesitate to contact us.

Very truly yours,

Town of St Francisville  
Robert Leake  
Mayor



April 12, 2023

Traci Watts, Director  
Local Government Assistance  
Office of Community Development  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

RE: Town of St Francisville  
Water Sector Program – Sewer System  
PEC Project No. 11516.12  
Subrecipient Number: LAWSP10275

Dear Ms. Watts:

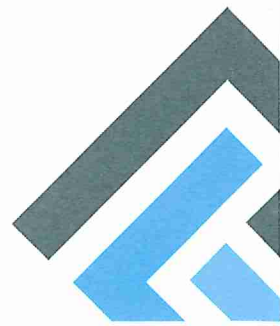
The Town of St Francisville's Sewage Treatment Plant is under an LDEQ Compliance Order (Enforcement Tracking No. WE-C-22-00057 / AI Number: 19237) and the corrective actions involve the relocation of the existing facility due to its consistent flooding when the Mississippi River rises. The photos below were taken over the last few weeks and show that the river has once again started flooding the existing plant.



**Picture 1** was taken on March 10, 2023 and it shows the flood waters starting to rise around the chlorine contact chamber and weir box at the existing wastewater treatment plant.



**Picture 2** was taken March 21, 2023 (11 days later) and shows that the entire area was then under water.



The proposed project being funded by the Water Sector is a much-needed project which will address these issues. Unfortunately, due to rising costs, labor shortage and current workload of Contractors qualified to perform the required construction, the bids received exceeded the estimated costs.

Attached are the certified bid tabulations for Contracts 1 and 2. The bid tabulation for Contract 1 shows the low bid received by LKing Company, LLC in the total amount of \$6,371,513.00. Value Engineering was undertaken in coordination with the low bidder for the following changes:

1	Delete 4'x6' Box Culverts
2	Delete Concrete Headwall
3	Delete Aggregate/Bedding/Fabric
4	Delete Asphalt
5	Delete Powder Coating on Effluent and Influent P.S. Control Panel
6	Delete Dechlorination System
7	Change Generator Enclosure to Weatherproof in lieu of sound attenuating and fuel tank to 1,700 gallon (57-hour run time)
8	Change Plant Handrails and Grating to Hot Dipped Galvanized in lieu of Aluminum and delete Splitter Box
9	Delete Landscaping Installation
10	Delete Irrigation System
11	Reduce Size of Headworks Structure
12	Delete Concrete Paving
13	Add Aggregate Paving
14	Delete CB-01
15	Delete 24" RCP
16	Delete Odor Control at Splitter Box
17	Modify Effluent P.S. Structural Concrete Top and Delete Hatch

These measures will not reduce the project scope, will not affect the intent of the project, nor will they affect the treatment process. Additionally, all federal and state standards and codes will be met through the completion of the project.

The process of selecting deletion items included prioritizing alterations to components that could be added by the Town at a later date and that would not affect the treatment process. In particular, a portion of Item 8, and Items 11, 16, and 17 were originally included to allow for future expansion of the plant. At the time the plant is expanded, these items can be constructed, since the physical space allocation for these units will be maintained.

April 12, 2023  
Honorable Leake  
Page 3

Attached is a breakdown of the low bidder's schedule of values and the deductions which bring the revised Contract 1 amount to \$5,941,863.00. Also attached is a revised project cost estimate summary including the changes due to the value engineering.

Sincerely,



Bianca G. Hillhouse, P.E.  
Senior Project Manager



April 3, 2023

Honorable Robert Leake, Mayor  
Town of St. Francisville  
P. O. Box 400  
St. Francisville, LA 70775

RE: Contract 1 – New Wastewater Treatment Facility  
Town of St. Francisville  
PEC Project No. 11516.06-1

Dear Mayor Leake,

Bids for the above referenced project were received and publicly opened at 2:00 p.m. on Thursday, March 30, 2023. We have checked all bids received and have enclosed a Certified Bid Summary on the above project.

The apparent low bid for the project was submitted by L. King Company, LLC of Denham Springs, Louisiana with a Base Bid amount of \$6,345,613.00 and an Additive Alternate No. 1 amount of \$25,900.00. Total Base Bid and Additive Alternate No. 1 is \$6,371,513.00. .

If you have any questions or require any additional information, please contact our office.

Very truly yours,



Bianca G. Hillhouse, P.E.  
Senior Project Manager

Enclosures

cc: L. King Company, LLC (w/encl.)  
NCMC, LLC (w/ encl.)  
Wharton-Smith, Inc. (w/ encl.)

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# Certified Bid Summary

**TOWN OF ST. FRANCISVILLE**

11936 ST. FERDINAND STREET  
ST FRANCISVILLE, LA 70775

**BID OPENING:**

Thursday, March 30, 2023  
2:00 P.M.

**CONTRACT 1 - NEW WASTEWATER TREATMENT FACILITY  
PEC Project No. 11516-1**

**PROJECT COST ESTIMATE:**

\$4,600,000.00

BIDDER'S NAME, ADDRESS & LICENSE NUMBER	BID BOND	ADDENDA ACKNOWLEDGEMENT*	BASE BID	ADD. ALT. NO. 1	TOTAL BID
L. KING COMPANY, LLC 2450 FLORIDA AVE., STE. B DENHAM SPRINGS, LA 70726 LICENSE NO. 42360	5%	YES	\$6,345,613.00	\$25,900.00	\$6,371,513.00
NCMC, LLC 14545 BARRINGER COURT BATON ROUGE, LA 70809 LICENSE NO. 8999	5%	YES	\$6,977,000.00	\$75,000.00	\$7,052,000.00
WHARTON-SMITH, INC. 17474 OPPORTUNITY AVE. BATON ROUGE, LA 70817 LICENSE NO. 52227	5%	YES	\$7,497,000.00	\$75,000.00	\$7,572,000.00

- \* ADDENDUM NO. ONE (1) DATED MARCH 23, 2023
- \* ADDENDUM NO. TWO (2) DATED MARCH 27, 2023
- \* ADDENDUM NO. THREE (3) DATED MARCH 27, 2023

We do hereby certify that this Bid Summary is a true and accurate tabulation of the Bids received.  
We also hereby certify that Bids were received sealed, and were opened in our presence.

*Bianca Hillhouse* 04/03/23  
Bianca G. Hillhouse, P.E., Senior Project Manager  
Louisiana Registration No. 29391



PREPARED BY:



**PEC**  
PROFESSIONAL  
ENGINEERING  
CONSULTANTS  
CORPORATION

7600 Innovation Park Drive  
Baton Rouge, LA 70820  
P: 225.769.2810  
F: 225.769.2882  
PECLA.com

# L. King Company, LLC

Town of St. Francisville Contract No. 1 - New Wastewater Treatment Facility

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>BASE BID</b>					
1	MOBILIZATION	1	L.S.	\$ 375,000.00	\$ 375,000.00
2	CLEARING & GRUBBING	1	L.S.	\$ 40,300.00	\$ 40,300.00
3	SITE WORK/DIRT WORK	1	L.S.	\$ 18,250.00	\$ 18,250.00
4	SITE PIPING/VALVES & FITTINGS	1	L.S.	\$ 498,118.00	\$ 498,118.00
5	WWTP CONCRETE FOUNDATION	1	L.S.	\$ 646,374.00	\$ 646,374.00
6	WWTP CONCRETE WALLS	1	L.S.	\$ 1,475,627.00	\$ 1,475,627.00
7	SITE PAVING/AGGREGATE DRIVES	1	L.S.	\$ 170,333.00	\$ 170,333.00
8	BLOWER CONCRETE PAD	1	L.S.	\$ 18,000.00	\$ 18,000.00
9	CHL/DECHL CONCRETE PADS	1	L.S.	\$ 10,500.00	\$ 10,500.00
10	HEADWORKS CONCRETE PADS	1	L.S.	\$ 5,750.00	\$ 5,750.00
11	4'X6' RCB W/ HEADWALL	1	L.S.	\$ 68,172.00	\$ 68,172.00
12	INFLUENT PUMP STATION CONTROLS	1	L.S.	\$ 94,410.00	\$ 94,410.00
13	EFFLUENT PUMP STATION	1	L.S.	\$ 133,572.00	\$ 133,572.00
14	CLARIFIER/BLOWER/STRUCTURAL PLATFORMS/DUMPSTER	1	L.S.	\$ 1,309,116.00	\$ 1,309,116.00
15	INFLUENT/EFFLUENT PUMPS	1	L.S.	\$ 185,100.00	\$ 185,100.00
16	INFLUENT/EFFLUENT PUMP STATION CONTROLS	1	L.S.	\$ 132,964.00	\$ 132,964.00
17	STATIC BAR SCREEN	1	L.S.	\$ 100,180.00	\$ 100,180.00
18	CHL/DECHL PROCESS EQUIPMENT	1	L.S.	\$ 143,280.00	\$ 143,280.00
19	GENERATOR W/ FUEL TANK	1	L.S.	\$ 193,956.00	\$ 193,956.00
20	ELECTRICAL	1	L.S.	\$ 478,500.00	\$ 478,500.00
21	LANDSCAPE TREE/IRRIGATION/EROSION CONTROL	1	L.S.	\$ 161,616.00	\$ 161,616.00
22	FENCE & GATES	1	L.S.	\$ 35,000.00	\$ 35,000.00
23	PAINTING	1	L.S.	\$ 19,800.00	\$ 19,800.00
24	WOOD RETAINING WALL	1	L.S.	\$ 31,695.00	\$ 31,695.00
<b>Total Base Bid</b>					<b>\$ 6,345,613.00</b>

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
<b>ADDITIVE ALTERNATE NO. 1</b>					
1	Odor Control	1	L.S.	\$25,900.00	\$ 25,900.00
<b>Total Additive Alternate No. 1</b>					<b>\$ 25,900.00</b>

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
<b>VALUE ENGINEERING</b>					
1	Delete 4'x6' Box Culverts	1	L.S.	-\$39,900.00	\$ (39,900.00)
2	Delete Concrete Headwall	1	L.S.	-\$8,500.00	\$ (8,500.00)
3	Delete Aggregate/Bedding/Fabric	1	L.S.	-\$14,372.00	\$ (14,372.00)
4	Delete Asphalt	1	L.S.	-\$5,400.00	\$ (5,400.00)
5	Delete Powder Coating on Effluent and Influent P.S. Control Panel	1	L.S.	-\$18,000.00	\$ (18,000.00)
6	Delete Dechlorination System	1	L.S.	-\$42,595.00	\$ (42,595.00)
7	Change Generator Enclosure to Weatherproof in lieu of sound attenuating and fuel tank to 1,700 gallon (57-hour run time)	1	L.S.	-\$30,556.00	\$ (30,556.00)
8	Change Plant Handrails and Grating to Hot Dipped Galvanized in lieu of Aluminum and delete Splitter Box	1	L.S.	-\$140,000.00	\$ (140,000.00)
9	Delete Landscaping Installation	1	L.S.	-\$28,210.00	\$ (28,210.00)
10	Delete Irrigation System	1	L.S.	-\$14,315.00	\$ (14,315.00)
11	Reduce Size of Headworks Structure	1	L.S.	-\$20,000.00	\$ (20,000.00)
12	Delete Concrete Paving	550	S.Y.	-\$88.00	\$ (48,400.00)
13	Add Aggregate Paving	550	S.Y.	\$13.50	\$ 7,425.00
14	Delete CB-01	2	E.A.	-\$1,950.00	\$ (3,900.00)
15	Delete 24" RCP	71	L.F.	-\$52.00	\$ (3,692.00)
16	Delete Odor Control at Splitter Box	1	L.S.	-\$12,950.00	\$ (12,950.00)
17	Modify Effluent P.S. Structural Concrete Top and Delete Hatch	1	L.S.	-\$6,285.00	\$ (6,285.00)
<b>Total Value Engineering</b>					<b>\$ (429,650.00)</b>

QUANTITY	UNIT	UNIT COST	EXTENSION
<b>CONTRACT AMOUNT</b>			<b>\$ 5,941,863.00</b>

April 11, 2023

Honorable Robert Leake, Mayor  
Town of St. Francisville  
P. O. Box 400  
St. Francisville, LA 70775

RE: Contract 2 – Wastewater Pump Stations and Force Mains  
Town of St. Francisville  
PEC Project No. 11516.06-2

Dear Mayor Leake,

Bids for the above referenced project were received and publicly opened at 3:00 p.m. on Thursday, April 6, 2023. We have checked all bids received and have enclosed a Certified Bid Summary and an Itemized Tabulation of Bids on the above project.

The apparent low bid for the project was submitted by Southern Underground, LLC of Zachary, Louisiana with a Base Bid amount of \$1,419,246.50, a Deductive Alternate No. 1 amount of \$136,000.00 and a Deductive Alternate No. 2 amount of \$34,510.00.

If you have any questions or require any additional information, please contact our office.

Very truly yours,



Bianca G. Hillhouse, P.E.  
Senior Project Manager

Enclosures

cc: Southern Underground of Louisiana, LLC (w/encl.)  
NCMC, LLC (w/ encl.)

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# Certified Bid Summary

**TOWN OF ST. FRANCISVILLE**

11936 ST. FERDINAND STREET  
ST. FRANCISVILLE, LA 70775

**BID OPENING:**

Thursday, April 6, 2023  
3:00 PM (LOCAL)

**CONTRACT 2 - WASTEWATER PUMP STATIONS AND FORCE MAINS**  
PEC Project No. 11516-2

**PROJECT COST ESTIMATE:**

\$1,200,000.00

BIDDER'S NAME, ADDRESS & LICENSE NUMBER	BID BOND	ADDENDA ACKNOWLEDGEMENT*	BASE BID	DEDUCTIVE ALT. NO. 1	DEDUCTIVE ALT. NO. 2	TOTAL BID
SOUTHERN UNDERGROUND OF LOUISIANA, LLC 4922 RANKIN STREET ZACHARY, LA 70791 LICENSE NO. 63423	5%	YES	\$1,419,246.50	(\$136,000.00)	(\$34,510.00)	\$1,248,736.50
NCMC, LLC 14545 BARRINGER COURT BATON ROUGE, LA 70809 LICENSE NO. 8999	5%	YES	\$1,822,000.00	(\$110,000.00)	(\$72,000.00)	\$1,640,000.00

- \* ADDENDUM NO. ONE (1) DATED MARCH 23, 2023
- \* ADDENDUM NO. TWO (2) DATED MARCH 27, 2023
- \* ADDENDUM NO. THREE (3) DATED MARCH 27, 2023
- \* ADDENDUM NO. FOUR (4) DATED MARCH 28, 2023
- \* ADDENDUM NO. FIVE (5) DATED APRIL 3, 2023

We do hereby certify that this Bid Summary is a true and accurate tabulation of the Bids received.  
We also hereby certify that Bids were received sealed, and were opened in our presence.

*Bianca G. Hillhouse* 4/10/23  
Bianca G. Hillhouse, P.E., Senior Project Manager  
Louisiana Registration No. 29391



PREPARED BY:



**PEC**  
PROFESSIONAL  
ENGINEERING  
CONSULTANTS  
CORPORATION

7600 Innovation Park Drive  
Baton Rouge, LA 70820  
P: 225.769.2810  
F: 225.769.2882  
PECLA.com

**ITEMIZED TABULATION OF BIDS**

**TOWN OF ST. FRANCISVILLE  
 CONTRACT 2 - WASTEWATER PUMP STATIONS AND FORCE MAINS  
 PEC Project No. 11516-2**

SOUTHERN UNDERGROUND OF LOUISIANA, LLC

NCMC, LLC

**BASE BID**

ITEM	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	New Ferdinand Street Influent Pump Station No. 1 (complete and in-place as shown on the drawings and including all sitework, civil, structural, mechanical, and electrical work, but not including architectural items shown on plan sheets A1 and A2 or landscape items shown on plans sheets L4.0 thru L5.9)	1	Lump Sum	\$ 417,825.00	\$ 417,825.00	\$ 592,763.00	\$ 592,763.00
2	Standing Seam Galvalume Metal Roofing System (complete and in-place) for New Ferdinand Street Influent Pump Station No. 1 (as shown on plan sheets A1 and A2)	1	Lump Sum	\$ 28,600.00	\$ 28,600.00	\$ 30,000.00	\$ 30,000.00
3	0.5" x 3.5" Milled Western Red Cedar Screening Material (complete and in-place) for New Ferdinand Street Influent Pump Station No. 1 (as shown on plan sheets A1 and A2)	1	Lump Sum	\$ 10,450.00	\$ 10,450.00	\$ 13,000.00	\$ 13,000.00
4	Custom Fabricated Galvanized Steel Overhang Brackets including Roofing Portion of the Overhang (complete and in-place) for New Ferdinand Street Influent Pump Station No. 1 (as shown on plan sheets A1 and A2)	1	Lump Sum	\$ 2,040.00	\$ 2,040.00	\$ 18,000.00	\$ 18,000.00
5	All Other Miscellaneous Architectural Items for New Ferdinand Street Influent Pump Station No. 1 as shown on plan sheets A1 and A2 but not included under other Bid Items	1	Lump Sum	\$ 155,100.00	\$ 155,100.00	\$ 76,000.00	\$ 76,000.00
6	Landscape Items (complete and in-place) for New Ferdinand Street Influent Pump Station No. 1 (as shown on plan sheets L4.0 thru L5.9)	1	Lump Sum	\$ 34,510.00	\$ 34,510.00	\$ 72,000.00	\$ 72,000.00
7	New Florida Street Influent Pump Station (complete and in-place as shown on the drawings and including all sitework, civil, structural, mechanical, and electrical work and all other miscellaneous items as required)	1	Lump Sum	\$ 196,170.00	\$ 196,170.00	\$ 200,000.00	\$ 200,000.00
8	New Princeville Road Grinder Pump Station (complete and in-place as shown on the drawings and including all sitework, civil, structural, mechanical, and electrical work and all other miscellaneous items as required)	1	Lump Sum	\$ 71,112.00	\$ 71,112.00	\$ 90,000.00	\$ 90,000.00
9	3" Dia. HDPE (PE 3608 / IPS / DR 11 / 160 psi) Force Main Directional Drill Installation	2,410	Linear Feet	\$ 15.45	\$ 37,234.50	\$ 35.00	\$ 84,350.00
10	4" Dia. HDPE (PE 3608 / DIPS / DR 11 / 160 psi) Force Main Directional Drill Installation	3,500	Linear Feet	\$ 21.90	\$ 76,650.00	\$ 39.00	\$ 136,500.00
11	10" Dia. HDPE (PE 3608 / DIPS / DR 11 / 160 psi) Force Main Directional Drill Installation	1,800	Linear Feet	\$ 65.60	\$ 118,080.00	\$ 85.00	\$ 153,000.00
12	Air Release Valve Assembly (Complete and In-Place)	10	Each	\$ 6,758.50	\$ 67,585.00	\$ 6,000.00	\$ 60,000.00
13	4' Dia. Precast Concrete Manhole (8.1'-10.0')	2	Each	\$ 7,126.00	\$ 14,252.00	\$ 7,000.00	\$ 14,000.00
14	4' Dia. Precast Concrete Manhole (10.1'-12.0')	1	Each	\$ 7,405.00	\$ 7,405.00	\$ 10,000.00	\$ 10,000.00
15	8" Dia. PVC (ASTM D3034, SDR 35) Gravity Sewer Main (0'-6.0') Open Cut Installation	236	Linear Feet	\$ 38.00	\$ 8,968.00	\$ 88.00	\$ 20,768.00
16	8" Dia. PVC (ASTM D3034, SDR 35) Gravity Sewer Main (6.1'-8.0') Open Cut Installation	46	Linear Feet	\$ 52.00	\$ 2,392.00	\$ 96.00	\$ 4,416.00
17	8" Dia. PVC (ASTM D3034, SDR 35) Gravity Sewer Main (8.1'-10.0') Open Cut Installation	41	Linear Feet	\$ 57.00	\$ 2,337.00	\$ 98.00	\$ 4,018.00
18	8" Dia. PVC (ASTM D3034, SDR 35) Gravity Sewer Main (10.1'-12.0') Open Cut Installation	10	Linear Feet	\$ 105.00	\$ 1,050.00	\$ 514.00	\$ 5,140.00
19	12" Dia. PVC (ASTM D3034, SDR 35) Gravity Sewer Main (8.1'-10.0') Open Cut Installation	74	Linear Feet	\$ 78.00	\$ 5,772.00	\$ 259.00	\$ 19,166.00
20	12" Dia. PVC (ASTM D3034, SDR 35) Gravity Sewer Main (8.1'-10.0') Jack and Bore Installation	52	Linear Feet	\$ 114.50	\$ 5,954.00	\$ 353.00	\$ 18,356.00
21	6" Dia. PVC (ASTM D3034, SDR 35) Rubber Gasket Service Pipe Open Cut Installation (Various Depths)	161	Linear Feet	\$ 50.00	\$ 8,050.00	\$ 71.00	\$ 11,431.00
22	6" Dia. PVC (ASTM D3034, SDR 35) Rubber Gasket Service Pipe Jack and Bore or Directionally Drill Installation (Various Depths)	40	Linear Feet	\$ 77.00	\$ 3,080.00	\$ 276.00	\$ 11,040.00

23	6" PVC Clean Out (As Detailed) Including Connection to New or Existing Service Line Where Required	6	Each	\$ 1,308.00	\$ 7,848.00	\$ 867.00	\$ 5,202.00
24	Plug and Abandon Existing Sewer Main Lines, Service Lines, and Manholes In-Place (Various Sizes and Depths)	1	Lump Sum	\$ 5,526.00	\$ 5,526.00	\$ 20,000.00	\$ 20,000.00
25	Saw Cut, Removal and Replacement of Asphalt Pavement (Only if approved by Engineer)	50	Square Yards	\$ 1.00	\$ 50.00	\$ 215.00	\$ 10,750.00
26	Saw Cut, Removal and Restore of Concrete Walks and Driveways at Locations other than Pump Station Sites and (Only if approved by Engineer)	50	Square Yards	\$ 1.00	\$ 50.00	\$ 150.00	\$ 7,500.00
27	Effluent Discharge Structure (complete and in-place)	1	Lump Sum	\$ 14,410.00	\$ 14,410.00	\$ 12,000.00	\$ 12,000.00
28	Provide and Install Sod (As Directed by the Engineer)	300	Square Yards	\$ 14.00	\$ 4,200.00	\$ 40.00	\$ 12,000.00
29	Remove and Replace Manhole Ring and Cover	6	Each	\$ 1,341.00	\$ 8,046.00	\$ 1,600.00	\$ 9,600.00
30	Traffic Control and Construction Signage	1	Lump Sum	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
31	Mobilization	1	Lump Sum	\$ 99,500.00	\$ 99,500.00	\$ 91,000.00	\$ 91,000.00
<b>ITEMIZED BID TABULATION TOTALS (BASE BID):</b>				<b>\$ 1,419,246.50</b>	<b>\$ 1,822,000.00</b>		

SOUTHERN UNDERGROUND OF LOUISIANA, LLC

NCMC, LLC

**DEDUCTIVE ALTERNATE NO. 1**

ITEM	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
DA1	Plan Sheet 24 Civil Items: Omit Telescoping Crane and replace with Portable Crane per detail. Shorten wetwell vent. Add Aluminum handrail around the perimeter of the slab at Elevation 56.33' per detail;  Plan Sheet S1 Structural Items: Omit Sill plate and curb around the perimeter of the slab;  Plan Sheets A1 and A2 Architectural Items: Omit PS 1 Head House Enclosure (walls, roof, and doors) all items shown on Plan Sheets A1 and A2;  Plan Sheet M1 Mechanical Items: Omit exhaust air piping for generator and generator intake louver;  Plan Sheets E1 and E2 Electrical Items: Omit light fixtures and items required to power telescoping crane. Electrical Meter to be self-supported in lieu of being wall mounted.	1	Lump Sum	\$ 136,000.00	\$ 136,000.00	\$ 110,000.00	\$ 110,000.00
<b>ITEMIZED BID TABULATION TOTALS (ADDITIVE ALTERNATE NO. 1):</b>				<b>\$ 136,000.00</b>	<b>\$ 110,000.00</b>		

SOUTHERN UNDERGROUND OF LOUISIANA, LLC

NCMC, LLC

**DEDUCTIVE ALTERNATE NO. 2**

ITEM	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
DA2	Omit Landscape Items for New Ferdinand Street Influent Pump Station No. 1 (as shown on plan sheets L4.0 thru L5.9)	1	Lump Sum	\$ 34,510.00	\$ 34,510.00	\$ 72,000.00	\$ 72,000.00
<b>ITEMIZED BID TABULATION TOTALS (ADDITIVE ALTERNATE NO. 2):</b>				<b>\$ 34,510.00</b>	<b>\$ 72,000.00</b>		

**WATER SECTOR PROGRAM  
TOWN OF ST FRANCISVILLE SEWER SYSTEM IMPROVEMENTS  
SUMMARY OF ESTIMATED CONSTRUCTION COSTS**

**CONSTRUCTION CONTRACT 1 - NEW WASTEWATER TREATMENT FACILITY - Bids Received 03/30/2023**

ITEM NO.	DESCRIPTION	QUANTITY AND UNIT	UNIT PRICE	EXTENSION
<b>Base Bid</b>				
1	Total Base Bid	1 L.S.	\$ 6,345,613.00	\$ 6,345,613.00
<b>Additive Alternate No. 1</b>				
1	Odor Control	1 L.S.	\$ 25,900.00	\$ 25,900.00
<b>Value Engineering</b>				
1	Deletions Per Attached List	1 L.S.	\$ (429,650.00)	\$ (429,650.00)
<b>TOTAL CONTRACT 1 CONSTRUCTION COST</b>				<b>\$ 5,941,863.00</b>

**CONSTRUCTION CONTRACT 2 - WASTEWATER PUMP STATIONS AND FORCE MAINS - Bids Received 04/06/2023**

<b>Base Bid</b>				
1	Total Base Bid	1 L.S.	\$ 1,419,246.50	\$ 1,419,246.50
<b>Deductive Alternate No. 1</b>				
1	Delete P.S. 1 Enclosure	1 L.S.	\$ -	\$ -
<b>Deductive Alternate No. 2</b>				
1	Delete P.S. 1 Landscaping	1 L.S.	\$ -	\$ -
<b>TOTAL CONTRACT 2 CONSTRUCTION COST</b>				<b>\$ 1,419,246.50</b>

**CONTRACTS 1 AND 2 - PLANNING**

	Contract 1 Engineering Design / Plans and Specifications		\$	322,326.24
	Contract 2 Engineering Design / Plans and Specifications		\$	110,477.83
	Corps of Engineers Permitting and Wetlands Mitigation		\$	55,700.00
	Cultural Resources Management Services (SHPO Submittal)		\$	41,675.00
	Property Boundary Surveying		\$	27,650.00
	Servitude Acquisition Maps		\$	26,485.10
	Topographic Surveying		\$	62,710.00
	Geotechnical Investigation		\$	49,663.60
	CCTV Inspection of Existing Gravity Lines		\$	22,000.00
	LDEQ Permit Modifications		\$	38,640.00
	Ferdinand St P.S. Architectural Services		\$	20,000.00
	Landscaping Design Fees		\$	37,500.00
	Bond Closing Costs (Legal and/or Bond Attorney Fees)		\$	92,687.50
	Contract 1 Project Observation		\$	144,744.79
	Contract 2 Project Observation		\$	60,825.89
	Geotechnical Testing During Construction		\$	25,000.00
<b>TOTAL CONTRACTS 1 AND 2 PLANNING COST</b>				<b>\$ 1,138,085.95</b>

**CONTRACT 3 - ABANDON EXISTING TREATMENT POND**

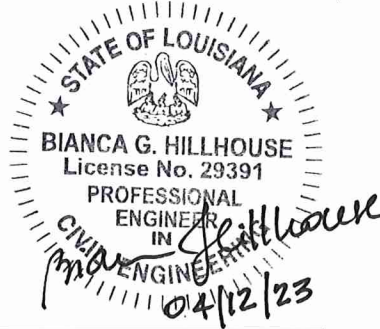
	Estimated Contract 3 Construction Cost		\$	250,000.00
	Contract 3 Engineering Design / Plans and Specifications		\$	26,000.00
	Contract 3 Project Observation		\$	56,000.00
<b>TOTAL CONTRACT 3</b>				<b>\$ 332,000.00</b>

	SUBTOTAL CONTRACTS 1, 2 AND 3		\$	8,831,195.45
	CONTINGENCY		\$	149,804.55
<b>TOTAL CONTRACTS 1, 2 AND 3</b>				<b>\$ 8,981,000.00</b>



SUMMARY OF ESTIMATED PROJECT COSTS

	<u>WATER SECTOR</u>	<u>TOWN</u>	<u>TOTAL</u>
1 Contract 1 Construction Current Funding	\$ 2,450,000.00	\$ 1,770,145.00	\$ 4,220,145.00
2 Additional Contract 1 Construction Funds Match From Town		\$ 1,090,522.55	\$ 1,090,522.55
3 <b>Additional Contract 1 Construction Funds Request From Water Sector</b>	<b>\$ 631,000.00</b>		<b>\$ 631,000.00</b>
4 Total Contract 1 Construction	\$ 3,081,000.00	\$ 2,860,667.55	\$ 5,941,667.55
5 Current Additional Town Match (Planning Costs and Contracts 2 & 3 Construction)		\$ 3,418,855.00	\$ 3,418,855.00
6 Town Match Moved to Contract 1 Construction (Moved to Line Item 2 Above)		\$ (379,522.55)	\$ (379,522.55)
7 Total Planning Costs and Contracts 2 & 3 Construction		\$ 3,039,332.45	\$ 3,039,332.45
8 <b>TOTAL ESTIMATED PROJECT COST</b>	\$ 3,081,000.00	\$ 5,900,000.00	\$ 8,981,000.00



*Bianca Hillhouse*  
 Signature of Bianca G. Hillhouse, P.E.  
 License No. 29391

4/12/23  
 Date



SEWERAGE DISTRICT NO. 1  
OF THE  
Parish of Tangipahoa

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15481 West Club Deluxe Road • Hammond, LA 70403  
**(985) 542-8877**

March 15, 2023

RE: Sewerage District No.1 of Tangipahoa Parish

Water Sector Round 1 Funding

Subrecipient no. LAWSP10654

Request for additional funding.

Dear Water Sector Commission Members,

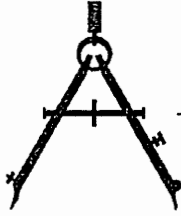
Please accept this letter, along with documents, to support The Sewerage District No.1 of Tangipahoa Parish's (TPSD1) request for additional funding for the Bedico Regional WWTP Improvements project. The Engineer's estimated budget for this project was \$3,236,375. On March 10, 2023, TPSD1 officials received sealed bids for the above referenced Bedico Regional WWTP Improvements Project. The lowest responsible bidder submitted a bid of \$4,922,000 for this "value engineered project" which is \$1,685,625 greater than the Engineer's estimate submitted along with the WSP Round 1 application.

It appears, additional design requirements imposed by LaDEQ and LDH are due to the amount of gallons per day of influent being treated at this facility. Additionally the rising material and supply costs have greatly impacted the Engineer's original estimate to rehabilitate the Bedico Regional WWTP. We humbly ask that you please consider authorizing additional funding for TPSD1 to complete this much needed wastewater treatment project.

Kind Regards,

Brian Shirey,

TPSD1 Board Chairman



# Spangler Engineering, LLC

CONSULTING CIVIL ENGINEERS

T. C. Spangler, Jr., P.E.

Jay C. Pittman, P.E.

## ENGINEERING REPORT

*Sewerage District No. 1 of Tangipahoa Parish*


**Bedico Regional WWTP Improvements**

Water Sector Program FY2021

Date: March 13, 2023

To: Jason Hood, TPSD1 General Manager

Subject: Bedico Regional WWTP Improvements

Prepared by: Jay C. Pittman, 

### A. Overview

Sewerage District No. 1 of Tangipahoa Parish ("TPSD1") received four (4) sealed bids at 10:00 a.m. on March 10, 2023.

The low bidder for Bedico Regional WWTP Improvements is NCMC, LLC (14545 Barringer Court, Baton Rouge, LA 70809) in the amount of \$4,922,000.00. Our review of this contractor's ability to perform successfully under the terms and conditions of the proposed contract indicates that the contractor possesses very good integrity, an excellent record of past performance, financial and technical resources. It is our conclusion that NCMC, LLC Inc. is responsible and their bid was responsive.

The Engineer's Estimate for the project was \$3,236,375.00 creating a budgetary shortfall of \$1,685,625.00.

As previously detailed in the Engineering Report submitted with the Water Sector Program (WSP) – Round One application, the Bedico Regional WWTP was designed to 1) accommodate unusual growth and high wastewater flows, 2) consolidate underutilized WWTP's to a larger/regional WWTP, and 3) resolve/correct deficiencies as identified in LaDEQ Compliance Order(s) and LDH violations.

Bedico Regional WWTP Improvement project was designed, advertised and bid as a value engineered project with its process design driven by accomplishing the above three items while recognizing budgetary concerns.

After our WSP Round One project application, LaDEQ instituted more stringent permit and monitoring requirements for the regional plant based on the 1.6 million gallons per day (MGD) design flow, which increased BOD, TSS, Ammonia, Dissolved Oxygen, pH, and Fecal Coliform sampling from twice monthly-grab samples to twice weekly-composite sampling. To address these limits and ensure permit compliance, additional oxygen for treatment was incorporated into the design resulting in additional aerators and increased blower capacity (additional \$700,000.00 above original engineer's estimate).

In addition, LDH comments requested a mechanical screening system to be incorporated in the treatment process (additional \$600,000 above original engineer's estimate).

Without the above required additions dictated by regulatory review, the project would have likely bid slightly (*less than 10%*) above the original engineer's estimate of \$3,326,375.00.

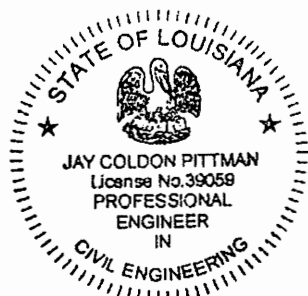
For the above reasoning, I recommend TPSD1 respectfully request additional funding to cover the budgetary shortfall in order to complete this project.

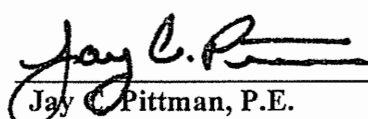
Any changes to the current design process jeopardizes permit compliance, but most importantly safety and welfare to the public and environment.

### B. Conclusion & Certification

This report represents accurately, to the best of my knowledge and belief, the status of the subjects described in article "A. Overview" of this report.

Respectfully Submitted,



  
Jay C. Pittman, P.E.

## Bedico Regional WWTP Improvements

for the Sewerage District No. 1 of Tangipahoa Parish

Bid Opening: Friday, March 10, 2023, 10 a.m.

Engineer: Spangler Engineering, LLC

<b>BIDDER</b>	La. Contr. License No.	BASE BID [items "1."-"30."]	Bid Rank
<b>1. Kort's Construction Services, Inc. (a)</b> 2182 Manton Drive; Covington, LA 70433	<b>49356</b>	\$ 5,681,020.00	[3]
<b>2. L. King Company, LLC</b> 2450 Florida Avenue, Suite B; Denham Springs, LA 70726	<b>42360</b>	NO BID	-
<b>3. Lawson-Bonet Construction, Inc.</b> P. O. Box 1313; Hammond, LA 70404	<b>39990</b>	NO BID	-
<b>4. Lemoine Co., LLC</b> 1200 Brickyard Lane, Suite 3; Baton Rouge, LA 70802	<b>32600</b>	\$ 5,168,740.00	[2]
<b>5. Mitchell Contracting, Inc.</b> P.O. Box 116; Madisonville, LA 70447	<b>58085</b>	\$ 6,474,500.00	[4]
<b>6. NCMC, LLC</b> 14545 Barringer Court; Baton Rouge, LA 70809	<b>8999</b>	\$ 4,922,000.00	[1]
<b>7. Richard Price Contracting Co., LLC</b> 25509 Walker South Road; Denham Springs, LA 70726	<b>14807</b>	NO BID	-
<b>8. T.L. Wallace Construction</b> 4025 Hwy 35; North Columbia, MS 39429	<b>14422</b>	NO BID	-

NOTES TO BID OPENING:

*(a) Unit Price Extension Summation Error: \$5,681,021.00 written vs. \$5,681,020.00 actual*

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Certified Correct:

*Jay C. Pittman*  
Jay C. Pittman, P.E.

Date: 10-Mar-2023

**BID TABULATION**

**Bedico Regional WWTP Improvements - for the Sewerage District No. 1 of Tangiphoa Parish**

Bid Opening: Friday, March 10, 2023, 10:00 a.m.

Engineer: Spangler Engineering, LLC, Consulting Civil Engineers

Bid Item	Description	Estimated Quantity	Engineer's Estimate		NCMC		Lemoine		Kort's (a)		Mitchell Contracting	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1.	Mobilization	1 EA	\$ 80,000.00	\$ 80,000.00	\$ 480,120.00	\$ 480,120.00	\$ 259,000.00	\$ 259,000.00	\$ 100,000.00	\$ 100,000.00	\$ 300,000.00	\$ 300,000.00
2.	Misc. Clearing & Sitework - incl. Erosion Control	1 EA	40,000.00	40,000.00	68,000.00	68,000.00	230,000.00	230,000.00	240,000.00	240,000.00	175,000.00	175,000.00
3.	Remove/Salvage Exist. Aerators (incl. anchors+hardware)	1 EA	25,000.00	25,000.00	20,000.00	20,000.00	3,000.00	3,000.00	50,000.00	50,000.00	100,000.00	100,000.00
4.	Extend Exist. FMs/Install Temp. FMs (incl. pipe supports)	1 EA	35,000.00	35,000.00	152,000.00	152,000.00	120,000.00	120,000.00	225,000.00	225,000.00	165,000.00	165,000.00
5.	Project Dewatering	1 EA	50,000.00	50,000.00	62,000.00	62,000.00	51,000.00	51,000.00	75,000.00	75,000.00	150,000.00	150,000.00
6.	Haul-in/grade/compact Backfill (truck measure)	18,000 CY	20.00	360,000.00	24.00	432,000.00	30.00	540,000.00	30.00	540,000.00	30.00	540,000.00
7.	Haul-in/grade/compact Limestone (#57) (truck measure)	300.0 TN	65.00	19,500.00	101.00	30,300.00	125.00	37,500.00	90.00	27,000.00	150.00	45,000.00
8.	Haul-in/grade/compact Wash Gravel (truck measure)	1,200.0 TN	21.00	25,200.00	95.00	114,000.00	55.00	66,000.00	60.00	72,000.00	100.00	120,000.00
9.	Install PC Concrete (6" th. - reinforced)	170.0 SY	100.00	17,000.00	136.00	23,120.00	380.00	64,600.00	195.00	33,150.00	300.00	51,000.00
10.	Install New Building (Aeration Equipment)	1 EA	15,000.00	15,000.00	47,000.00	47,000.00	35,000.00	35,000.00	40,000.00	40,000.00	45,000.00	45,000.00
11.	Install New Blowers (125 HP) (2 duty / 1 standby)	3 EA	225,000.00	675,000.00	242,000.00	726,000.00	260,000.00	780,000.00	300,000.00	900,000.00	325,000.00	975,000.00
12.	Yard Piping	1 EA	75,000.00	75,000.00	300,000.00	300,000.00	250,000.00	250,000.00	385,000.00	385,000.00	325,000.00	325,000.00
13.	Install/open cut 10" Air Header Piping (DI/HDPE)	225 LF	150.00	33,750.00	103.00	23,175.00	160.00	36,000.00	165.00	37,125.00	200.00	45,000.00
14.	Install/open cut 8" Air Header Piping (HDPE)	150 LF	110.00	16,500.00	56.00	8,400.00	135.00	20,250.00	105.00	15,750.00	150.00	22,500.00
15.	Install/open cut 3" Air Header Piping (HDPE)	150 LF	85.00	12,750.00	26.00	3,900.00	100.00	15,000.00	85.00	12,750.00	100.00	15,000.00
16.	Install Air Purge Assembly (incl. housekeeping slab)	2 EA	10,000.00	20,000.00	6,000.00	12,000.00	6,000.00	12,000.00	7,500.00	15,000.00	4,500.00	9,000.00
17.	Install Diffused Aerators (incl. piping, anchors, hardware, etc.)	119 EA	6,500.00	773,500.00	9,100.00	1,082,900.00	9,500.00	1,130,500.00	11,300.00	1,344,700.00	11,500.00	1,368,500.00
18.	Install Baffle Curtain System (incl. anchors, hardware, etc.)	4 EA	30,000.00	120,000.00	31,000.00	124,000.00	30,000.00	120,000.00	45,000.00	180,000.00	40,000.00	160,000.00
19.	Install Control Structure	2 EA	75,000.00	150,000.00	93,000.00	186,000.00	150,000.00	300,000.00	85,000.00	170,000.00	180,000.00	360,000.00
20.	Electrical	1 EA	110,000.00	110,000.00	197,000.00	197,000.00	250,000.00	250,000.00	320,000.00	320,000.00	375,000.00	375,000.00
21.	Install Chlorine Disinfection System Equip./Controls	1 EA	40,000.00	40,000.00	92,000.00	92,000.00	85,000.00	85,000.00	28,000.00	28,000.00	75,000.00	75,000.00
22.	PCC Bottom - 12" th. - Chlorine Contact Chamber	187.0 SY	365.00	68,255.00	223.00	41,701.00	170.00	31,790.00	215.00	40,205.00	1,000.00	187,000.00
23.	PCC Walls - Chlorine Contact Chamber	42.0 CY	900.00	37,800.00	2,150.00	90,300.00	3,500.00	147,000.00	3,500.00	147,000.00	2,000.00	84,000.00
24.	Install New Equipment Canopy (Chlorine Disinf. Syst.)	1 EA	10,000.00	10,000.00	32,000.00	32,000.00	5,000.00	5,000.00	21,000.00	21,000.00	30,000.00	30,000.00
25.	Haul-in/grade Limestone (55#, 24" th.)	125.0 SY	100.00	12,500.00	144.00	18,000.00	112.00	14,000.00	180.00	22,500.00	100.00	12,500.00
26.	Install Flowable Fill (truck measure)	100.0 CY	150.00	15,000.00	175.00	17,500.00	145.00	14,500.00	210.00	21,000.00	300.00	30,000.00
27.	Install New Headworks - Mechanical & Manual Screen	1 EA	275,000.00	275,000.00	382,000.00	382,000.00	370,000.00	370,000.00	435,000.00	435,000.00	475,000.00	475,000.00
28.	PCC Bottom - 12" th. - Headworks	28.0 SY	365.00	10,220.00	278.00	7,784.00	450.00	12,600.00	330.00	9,240.00	1,000.00	28,000.00
29.	PCC Walls - Headworks	16.0 CY	900.00	14,400.00	2,300.00	36,800.00	4,000.00	64,000.00	3,100.00	49,600.00	2,000.00	32,000.00
30.	Emergency Generator	1.0 EA	100,000.00	100,000.00	112,000.00	112,000.00	105,000.00	105,000.00	125,000.00	125,000.00	175,000.00	175,000.00
<b>Total BASE BID [Items "1." through "21.":]</b>			<b>\$</b>	<b>3,236,375.00</b>	<b>\$</b>	<b>4,922,000.00</b>	<b>\$</b>	<b>5,168,740.00</b>	<b>\$</b>	<b>5,681,020.00</b>	<b>\$</b>	<b>6,474,500.00</b>



Notes to Bid Opening:

(a) Unit Price Extension Summation Error: \$5,681,021.00 written vs. \$5,681,020.00 actual

Certified Correct:

*Jay C. Pittman*

Jay C. Pittman, P.E.

Date: 10-Mar-2023

# Agenda Item #9

Establish the salary  
of the legislative  
fiscal officer

## **RS 24:602**

§602. Legislative fiscal officer; office created; compensation

There is hereby created the office of legislative fiscal officer which shall be the chief executive office of the legislative fiscal office. The legislative fiscal officer shall be elected by the favorable vote of a majority of the elected members of both houses of the legislature, after having been interviewed by the House Appropriations Committee and the Senate Finance Committee and recommended for employment by the legislature by a majority vote of each such committee. He shall be a graduate of an accredited college or university with training in fiscal matters or shall have at least ten years experience in fiscal affairs of the state, shall take an oath of office and shall have general administrative control over the operations and functions of the office subject to the policies and directives of the legislature and of the Joint Legislative Committee on the Budget. He shall not be a member of the legislature. He may be removed by a majority vote of the elected members of both houses of the legislature. Any vacancy occasioned by death, resignation, or otherwise, which occurs while the legislature is not in session, shall be filled on a temporary basis by the Joint Legislative Committee on the Budget, until such time as such vacancy shall be filled by the legislature as herein provided. The salary of the legislative fiscal officer shall be established by the Joint Legislative Committee on the Budget, by majority vote of each house as prescribed by the statute creating the Joint Legislative Committee on the Budget.

Added by Acts 1973, No. 169, §1, eff. July 1, 1974. Amended by Acts 1974, No. 427, §1, emerg. eff. July 12, 1974; Acts 1978, No. 357, §3; Acts 1981, No. 834, §1, eff. July 1, 1981.