
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

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



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

AGENDA

September 12, 2022
5:35 PM

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

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

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

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

1. **RESOLUTION:** Authorizing the Parish President to execute a Cooperative Endeavor Agreement between South Central Louisiana Human Services Authority and Terrebonne Parish Consolidated Government to provide mental health services to children housed in the Terrebonne Parish Juvenile Justice Complex within the Parish of Terrebonne.
2. **RESOLUTION:** Awarding and authorizing the signing of a Construction Contract to the firm of Norris & Boudreaux Contractors, LLC for Parish Project No. 22-PARK-21, Rotary Centennial Plaza, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed to commence construction of said Project.

3. **RESOLUTION:** Ratifying the appointment of the engineering firm of David A. Waitz Engineering and Surveying, Inc. to provide services for the Elysian Sewer Force Main Repair project, and also authorizing Parish President Gordon Dove to execute the appropriate engineering contract documents for this project.
4. **RESOLUTION:** Informing Louisiana Department of Environmental Quality that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, reviewed the MWPP Environmental Audit Report and set forth the following actions necessary to maintain compliance with requirements contained in the LPDES Permit.
5. **RESOLUTION:** Informing the Louisiana Department of Environmental Quality that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, reviewed the MWPP Environmental Audit Report and set forth the following actions necessary to maintain compliance with requirements contained in the LPDES Permit No LA0040274 - South Wastewater Treatment Plant.
6. **RESOLUTION:** Authorizing the execution of Change Order No. 2 for the Construction Agreement for State Project No. 012338, Civic Center Sidewalks.
7. **RESOLUTION:** Authorizing the execution of Change Order No. 5 for the Construction Agreement for Parish Project No. 15-BLDG-62, FP&C No. 50-J55-14-01, Le Petit Theatre de Terrebonne, Terrebonne Parish, Louisiana.
8. **RESOLUTION:** Approving Amendment No. 1 to the Engineering Agreement for Parish Project No. 21-DRA-11, Bayou LaCarpe Watershed Project, Location C (Popeyes Pump Station), Terrebonne Parish, Louisiana.
9. **RESOLUTION:** Approving Amendment No. 1 to the Engineering Agreement for Parish Project No. 21-ROAD-18, 2021 Asphalt Project, Terrebonne Parish, Louisiana.
10. **RESOLUTION:** Authorizing the execution of Change Order No. 2 for the Construction Agreement for Parish Project No. 21-ROAD-18, 2021 Asphalt Project, Terrebonne Parish Louisiana.
11. Introduce an ordinance to certify and approve an ad valorem tax exemption on machinery, equipment, and other capital projects to be assessed at 301 Bollinger Lane, Houma, LA, for Bollinger Houma Shipyards, LLC (Application No. 20210244-ITE) and call a public hearing on said matter on Wednesday, September 28, 2022, at 6:30 p.m.
12. Adjourn

Category Number:
Item Number:



Monday, September 12, 2022

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, September 12, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, September 12, 2022

Item Title:

Cooperative Endeavor Agreement between South Central Louisiana Human Services Authority and TPCG

Item Summary:

RESOLUTION: Authorizing the Parish President to execute a Cooperative Endeavor Agreement between South Central Louisiana Human Services Authority and Terrebonne Parish Consolidated Government to provide mental health services to children housed in the Terrebonne Parish Juvenile Justice Complex within the Parish of Terrebonne.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/31/2022	Executive Summary
Resolution	8/31/2022	Resolution
Cooperative Endeavor Agreement	8/31/2022	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

RESOLUTION: Authorizing the Parish President to Execute a Cooperative Endeavor Agreement between South Central Louisiana Human Services Authority and Terrebonne Parish Consolidated Government to Provide Mental Health Services to Children Housed in the Terrebonne Parish Juvenile Justice Complex within the Parish of Terrebonne

PROJECT SUMMARY (200 WORDS OR LESS)

To enter into a cooperative endeavor agreement to coordinate efforts to identify and serve children housed in the TPJJC who are in need of mental health treatment and to provide appropriate mental health treatment on an as needed basis.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Clearly identify the roles and responsibilities of each party as they relate to the provision of outpatient assessment and treatment services, specifically for juveniles with emergency psychiatric needs who are in custody/detention at the TPJJC.

TOTAL EXPENDITURE

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

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE 1 2 3 4 5 6 7 8 9

Mike Toups, Parish Manager

Date

8/31/22

OFFERED BY: _____

SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN SOUTH CENTRAL LOUISIANA HUMAN SERVICES AUTHORITY AND THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT TO PROVIDE MENTAL HEALTH SERVICES TO CHILDREN HOUSED IN THE TPJJC WITHIN THE PARISH OF TERREBONNE

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

WHEREAS, Section 1-07 of Home Rule Charter provides that the Terrebonne Parish Consolidated Government (hereinafter, TPCG), is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions;

WHEREAS, TPCG, owns and operates the Terrebonne Parish Juvenile Justice Complex (“TPJJC”) as part of the TPCG’s juvenile justice system, where it houses certain juveniles in accordance with La. R.S. 15:1099.6 (hereinafter “juvenile detainees”);

WHEREAS, SCLHSA provides mental health services in the south central region of the State of Louisiana, including Terrebonne Parish, as part of its duty under La. R.S. 28:872, *et seq.* which authorizes it to operate and manage community based programs and services related to mental health;

WHEREAS, the parties desire to enter into a cooperative endeavor agreement to coordinate efforts to identify and serve children housed in the TPJJC who are in need of mental health treatment and to provide appropriate mental health treatment on an as needed basis;

WHEREAS, TPCG finds that any expenditure or transfer of public funds according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that TPCG has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public funds; and

NOW THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council on behalf of Terrebonne Parish Consolidated Government that the Parish President, Gordon E. Dove, is hereby authorized to execute on behalf of the TPCG a cooperative endeavor agreement with South Central Louisiana Human Services Authority containing substantially the same terms as those contained within attached agreement and approved by legal.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS: _____

NAYS: _____

NOT VOTING: _____

ABSENT: _____

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this ____ day of _____, 2022.

CHAIRMAN

I, _____, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ on the _____ day of _____, 2022 subsequently ratified by the assembled Council in Regular Session on the ____ day of _____, 2022 at which meeting a quorum was present.

, COUNCIL CLERK

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND SOUTH CENTRAL LOUISIANA HUMAN SERVICES AUTHORITY**

PARISH OF TERREBONNE

STATE OF LOUISIANA

BE IT KNOWN, the on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, the following Intergovernmental Agreement is made and entered into, by and between:

I. PARTIES AND PREAMBLES

1.1. This Cooperative Endeavor Agreement is entered into by and between:

1.1.1. **TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”)**, a political subdivision of the State of Louisiana, herein represented by Gordon E. Dove, President of Terrebonne Parish Consolidated Government, by virtue of his authority under the Terrebonne Parish Home Rule Charter, and whose mailing address for the purposes herein is P.O. Box 2768, Houma, LA 70361; and

1.1.2. **SOUTH CENTRAL LOUISIANA HUMAN SERVICES AUTHORITY (“SCLHSA”)**, pursuant to Louisiana Revised Statutes 28:874(D), a body corporate and a political subdivision of the State of Louisiana, whose mailing address for the purposes herein is 521 Legion Avenue, Houma, Louisiana 70364, herein represented by Lisa Schilling, its duly authorized Executive Director;

1.2. **WITNESSETH:**

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

1.2.2. WHEREAS, TPCG, owns and operates the Terrebonne Parish Juvenile Justice Complex (“TPJJC”) as part of the TPCG’s juvenile justice system, where it houses certain juveniles in accordance with La. R.S. 15:1099.6 (hereinafter “juvenile detainees”);

1.2.3. WHEREAS, SCLHSA provides mental health services in the south central region of the State of Louisiana, including Terrebonne Parish, as part of its duty under La. R.S. 28:872, *et seq.* which authorizes it to operate and manage community based programs and services related to mental health; and

1.2.4. WHEREAS, the parties desire to enter into a cooperative endeavor agreement to coordinate efforts to identify and serve children housed in the TPJJC who are in need of mental health treatment and to provide appropriate mental health treatment on an as needed basis; and

1.2.5. WHEREAS, TPCG finds that any expenditure or transfer of public funds according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that TPCG has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public funds; and

1.2.6. NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties, in consideration for the mutual benefits and covenants herein, as follows:

II. TERM AND TERMINATION

2.1. This agreement shall become effective on the date of execution of both parties and shall be effective for three years from said date unless terminated by either party by giving thirty (30) days written notice to the other or by written mutual agreement by the parties hereto.

2.2. The indemnification provisions herein shall survive termination of this Agreement. Insurance requirements herein shall survive termination of this Agreement as it relates to any claims made insurance policy.

III. PURPOSE

3.1. The purpose of this agreement is to clearly identify the roles and responsibilities of each party as they relate to the provision of outpatient assessment and treatment services (Monday – Friday 8:00 a.m. to 4:30 p.m.), specifically for juveniles with emergent psychiatric needs who are in custody/detention at the Terrebonne Parish Juvenile Justice Complex (TPJJC), a division of the TPCG.

IV. SCOPE OF WORK

4.1. SCLHSA Responsibilities:

4.1.1 The SCLHSA will, at no cost to TPCG and the juveniles housed at the TPJJC, provide assessment and medication management services to juveniles that have emergent clinical needs while in detention at TPCG.

4.1.2 SCLHSA Clinical Director, Misty Hebert, or her successor, shall be the point of contact for all issues concerning this Agreement, including accessing care, and can be reached by email (Misty.[Hebert@la.gov](mailto:Misty.Hebert@la.gov)), work (985)876-8812 or mobile (985) 414-9170. In the event that Misty Hebert is unavailable, Katie Gibbens can be contacted via email (Katie.Gibbens@la.gov) or by phone (985) 857-3696.

4.1.3 Katie Gibbens will receive all referrals, schedule appointments and inform Gail Veal, TPJJC's Social Worker, of the appointment date/time. Ms. Veal may be contacted by email at gveal@tpcg.org, and by telephone at 985-872-6366.

4.1.4 Katie Gibbons or Terrebonne Behavioral Health Center designee will review all referral information to determine eligibility and intensity of need. Appointments will be provided based on severity of current symptoms in the following manner:

4.1.4.1. Emergent: Juveniles in detention with emergent psychiatric needs should receive immediate services through the emergency room or via a PEC or CEC;

4.1.4.2. Urgent: Juveniles in detention with emergent psychiatric needs will be seen within three (3) business days after the referral, parental consent and related documentation (if necessary), and background information are received;

4.1.4.3. Routine: Juveniles in detention with routine psychiatric needs will be seen within 14 business days after the referral, parental consent and related documentation (if necessary), and background information are received; and

4.1.4.4. Juveniles with an existing SCLHSA case should keep their existing appointment. If the severity of symptoms indicates the need for a more immediate appointment, the above emergent, urgent and routine criteria will be used.

4.2. TPCG's Responsibilities:

4.2.1. Gail Veal, TPJJC's Social Worker, will be responsible for screening juveniles in detention, and, to the extent discernable by her, identifying the juveniles who have emergent psychiatric evaluation and medication management needs;

4.2.2. TPJJC social services staff will provide any available background information on the referred juvenile at the time of referral, including any current service providers;

4.2.3. TPJJC social services staff will obtain a signed SCLHSA parental consent form for treatment and forward it with the referral notice to the SCLHSA's clinical director. If someone other than the juvenile's parents have the authority to sign the parental consent, proof of this authority is required and should accompany the consent form and referral notice;

4.2.4. TPJJC social services staff will notify Katie Gibbens by phone/email of all juvenile referrals. As stated above, the referral must accompany a signed parental consent form and proof of authority, if applicable;

4.2.5. TPJJC will strongly encourage family attendance at all appointments;

4.2.6. Juveniles presenting for appointments will be accompanied by a security officer from TPJJC;

4.2.7. TPJJC staff will meet as needed with the Clinical Director, Misty Hebert, and/or the Executive Director of SCLHSA, Lisa Schilling, to monitor the progress and effectiveness of the arrangements of this Agreement; and

4.2.8. TPJJC staff will report any needs or concerns regarding the terms of this Agreement immediately to Misty Hebert.

V. CONFIDENTIALITY

5.1. Confidentiality. The SCLHSA acknowledges that confidentiality is a material term of the Agreement with the TPCG. SCLHSA shall keep all information belonging to the TPCG confidential and protect its release to the public. The SCLA agrees not to divulge, reveal, report or use, for any purpose except for treatment purposes, any confidential information, which the SCLHSA has obtained, or which was disclosed to the SCLHSA by the TPCG.

5.2. The obligation to protect the confidentiality of TPCG'S information will survive the termination of this Agreement.

5.3. The SCLHSA may disclose confidential information to a third party with written parental consent and a writing to the TPJJC that such a disclosure is to be made on behalf of the TPJJC.

VI. COSTS AND EXPENSES

6.1. No costs or expenses incurred by SCLHSA in the performance of this Agreement shall be reimbursed or paid by TPCG. No costs or expenses incurred by TPCG in the performance of this Agreement shall be reimbursed or paid by SCLHSA.

VII. INDEMNIFICATION

7.1 To the fullest extent allowed by law, and without waiving any governmental immunities, each Party agrees to defend, indemnify, save, and hold harmless the other party, including all departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers ("Indemnified Party"), from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Indemnifying Party, its agents,

servants, officers and/or employees, related to the performance or nonperformance of the Agreement herein entered into. In the event of joint and concurrent negligence of both parties, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without waiving immunities or defenses of the parties hereto.

VIII. INSURANCE

8.1. Minimum Limits of Insurance: SCLHSA shall maintain limits no less than:

8.1.1 General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;

8.1.2 Automobile Liability: \$500,000 combined single limits per accident, for bodily injury and property damage;

8.1.3 Workers' Compensation Insurance to meet the applicable statutory requirements and Employers' Liability Insurance with limits of not less than \$1,000,000 and shall include:

8.1.3.1 Alternate Employer Endorsement

8.1.3.2 Voluntary Compensation Endorsement; and

8.1.4 Professional Liability Insurance. SCLHSA shall maintain professional liability coverage during the term of this agreement. The limits of this coverage shall be a minimum of \$1,000,000.00 combined single limit. This requirement shall extend to all professional subcontractors employed by the prime COUNSELOR/CONSULTANT. COUNSELOR/CONSULTANT shall provide certification of such insurance and a copy of the policy upon request.

8.2. Other Insurance Provisions:

8.2.1 TPCG is to be added as "Additional Insured" on the required General Liability, Auto Liability, and Professional Liability policies;

8.2.2 SCLHSA and its insurers shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party;

8.2.3 Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TPCG;

8.2.4 All policies above endorsed to be primary coverage to any other coverage; and

8.2.5 Coverage should be endorsed to cover property "territory" of operations.

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

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

IX. ADDITIONAL TERMS AND CONDITIONS

9.1. Assignment. Neither party may assign this Agreement without the prior written consent

of the other, which will not be unreasonably withheld.

9.2. Governing Law. This Agreement shall be construed under the laws of the State of Louisiana without regard to choice of law principles.

9.3. Severability. If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement, and TPCG and SCLHSA agree to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.

9.4. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be given by 1) hand delivery; (2) first-class registered or certified mail with postage prepaid; (3) overnight receipt courier service; (4) email or (5) fax transmission to:

9.4.1. SCLHSA: Att. Executive Director
521 Legion Avenue
Houma, Louisiana 70364
misty.hebert@la.gov

9.4.2. TPCG: Attn. Parish President
PO Box 2768
Houma LA 70361
or
8026 Main Street
Houma LA 70360
985-873-6409 Fax
gdove@tpcg.org

With a copy to: TPJJC Director
180 Government Street
Gray LA 70359
985-853-1165 Fax
joseph@tpcg.org

9.4.3. The addresses set forth above may be changed by appropriate notice to the other party.

9.5. Force Majeure. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

9.6. Audit of Records. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts which relate to this Agreement, upon request. Records shall be made available during normal working hours for this purpose.

9.7. Amendments. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by the duly authorized representatives of all parties.

9.8. No Waiver. The failure of any party to enforce any or all of the terms or conditions of this Agreement in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this Agreement.

9.9. Relationship of the Parties. SCLHSA is engaged by TPCG for the purposes set forth in this Agreement. The relationship between the Parties shall be, and only be, that of an independent contractor and SCLHSA shall not be construed to be an employee, agent, partner of, or in joint venture with, TPCG.

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

9.11. Acknowledgment of Exclusion of Unemployment Compensation Coverage. The parties expressly declare and acknowledge that SCLHSA is an independent contractor and, as such, is being engaged by the TPCG under this Agreement as noted and defined in R.S. 23:1472(12)(E). Therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

9.11.1. SCLHSA has been and will be free from any control or direction by the TPCG over the performance of the services covered by this Agreement;

9.11.2. The services to be rendered by SCLHSA are outside the normal course and scope of the TPCG's usual business; and

9.11.3. SCLHSA is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither SCLHSA nor anyone employed or contracted by it shall be considered an employee of the TPCG for the purpose of unemployment compensation coverage.

9.12. Legal Compliance. SCLHSA and TPCG shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

9.13. Claims or Controversies. The venue of any suit filed in connection with any claim or controversy shall be a court of proper jurisdiction in the Parish of Terrebonne, State of Louisiana.

9.14. Preambles. The recitation and preambles of this agreement are hereby made a part of the terms and conditions of this agreement.

9.15. Breach. In the event of breach of this Agreement by any party, all parties may utilize the remedies herein and allowed by law.

9.16. Entire Agreement. This Agreement comprises the complete and exclusive statement of the agreement of the Parties concerning the subject matter hereof, and supersedes all previous statements, representations, and agreements concerning the subject matter hereof.

X. SIGNATURES OF THE PARTIES

[SIGNATURES APPEAR ON THE NEXT PAGE]

10.1. SCLHSA

THUS done and signed on this ____ day of _____ 2022, before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, Parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES: SCLHSA

X: _____
BY: LISA SCHILLING, EXCEUTIVE
DIRECTOR AND DULY AUTHORIZED REPRESENTATIVE

NOTARY PUBLIC

10.2. TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

THUS done and signed on this ____ day of _____ 2022 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, Terrebonne Parish, Louisiana after a thorough reading of the whole.

WITNESSES: TPCG:

X: _____
BY: GORDON E. DOVE, PARISH PRESIDENT

NOTARY PUBLIC

Category Number:
Item Number: 2.



Monday, September 12, 2022

Item Title:

Award for the Rotary Plaza

Item Summary:

RESOLUTION: Awarding and authorizing the signing of a Construction Contract to the firm of Norris & Boudreaux Contractors, LLC for Parish Project No. 22-PARK-21, Rotary Centennial Plaza, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed to commence construction of said Project.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/6/2022	Executive Summary
Resolution	9/6/2022	Resolution
Backup	9/6/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Project No. 22-PARK-21	Rotary Centennial Plaza

PROJECT SUMMARY (200 WORDS OR LESS)
The work consists of construction of a Streetscape with special decorative paving, special archway columns and decorative lighting, civil infrastructure for drainage and updating utilities, pedestrian area for events and dining.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This resolution allows for the award of the bid to Norris & Boudreaux Contractors, LLC.

TOTAL EXPENDITURE				
\$1,227,875.00				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
<u>ACTUAL</u>		ESTIMATED		
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
N/A	NO	<u>YES</u>	IF YES AMOUNT BUDGETED:	\$1,227,875.00

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

Jeanne P. Bray

09/06/2022

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A Resolution awarding and authorizing the signing of a Construction Contract to the firm of Norris & Boudreaux Contractors, LLC for Parish Project No. 22-PARK-21, Rotary Centennial Plaza, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed to commence construction of said Project.

WHEREAS, the Terrebonne Parish Consolidated Government did receive bids on August 31, 2022, for Parish Project No. 22-PARK-21, Rotary Centennial Plaza, Terrebonne Parish, Louisiana, and

WHEREAS, the lowest, responsive and responsible bid for the construction of the project was that submitted by the firm of Norris & Boudreaux Contractors, LLC, with a base bid in the amount of \$1,227,875.00, and

WHEREAS, the Engineer for this project, Duplantis Design Group, PC has recommended that the award of the contract be made to Norris & Boudreaux Contractors, LLC, and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby accept the lowest, responsive, and responsible base bid submitted by the firm Norris & Boudreaux Contractors, LLC, in the base bid amount of \$1,227,875.00, and

BE IT FURTHER RESOLVED, the President of Terrebonne Parish Consolidated Government, be authorized and empowered to sign a construction contract for and on behalf of the Terrebonne Parish Consolidated Government with Norris & Boudreaux Contractors, LLC, and

BE IT FURTHER RESOLVED, that upon receipt of the required Certificate of Insurance evidencing coverage as provided in the project specifications and upon execution and recordation of all contract documents, Duplantis Design Group, PC is hereby authorized to issue the Notice to Proceed to Norris & Boudreaux Contractors, LLC to commence construction of said project, and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Engineer, Duplantis Design Group, PC.

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

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

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2022, at which meeting a quorum was present.

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

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

September 2, 2022

Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, LA 70361

Attn: Ms. Jeanne P. Bray

RE: Rotary Centennial Plaza Project
Parish Project No. #22-PARK-21 (DDG Project #18-541)

Dear Ms. Bray,

On August 31, 2022, we received four bids from a publicly bid process for the **Rotary Centennial Plaza Project** based upon the prepared plans and specifications.

The bid documents were prepared with a base bid as follows:

BASE Bid: Construction of Streetscape with special decorative paving, special archway columns and decorative lighting, civil infrastructure for drainage and updating utilities, pedestrian area for events, dining and landscape.

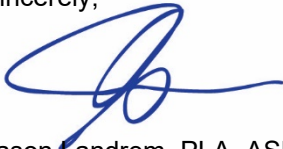
Sealed Bids were received by four (4) contractors as shown below:

<i>Bidder</i>	<i>Base Amount</i>
Norris and Boudreaux Contractors	\$1,227,875.00
Justin Reeves, LLC	\$1,497,629.00
Rotolo Consultants, Inc.	\$1,669,900.00
La. Contracting, LLC	\$1,971,200.00

Norris and Boudreaux Contractors submitted the lowest qualified base bid of \$1,227,875.00 for base items. Our evaluation of the experience, reputation, and financial condition of Norris and Boudreaux Contractors indicate that they can complete the work required within the allocated timeframe

It is in DDG's professional opinion that Council should authorize the Parish to enter into an agreement w/ **Norris and Boudreaux Contractors** in the amount of **\$1,227,875.00** for the Base Bid. Please let me know if there are any questions.

Sincerely,



Jason Landrem, PLA, ASLA
Landscape Architect / Senior Project Manager
Duplantis Design Group, P.C.

Cc: Chad Danos, Chris Pulaski



Monday, September 12, 2022

Item Title:

Resolution ratifying the appointment of the engineering firm of David A. Waitz Engineering and Surveying, Inc. to provide services for the Elysian Sewer Force Main Repair project, and also authorizing Parish President Gordon Dove to execute the appropriate engineering contract documents for this project.

Item Summary:

RESOLUTION: Ratifying the appointment of the engineering firm of David A. Waitz Engineering and Surveying, Inc. to provide services for the Elysian Sewer Force Main Repair project, and also authorizing Parish President Gordon Dove to execute the appropriate engineering contract documents for this project.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/8/2022	Executive Summary
Resolution	9/8/2022	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Elysian Sewer Force Main Repair

PROJECT SUMMARY (200 WORDS OR LESS)

Repair of the Elysian Sewer Force Main along Industrial Boulevard.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This project will allow this force main to be put back into service..

TOTAL EXPENDITURE

\$200,000

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A	NO	YES	IF YES AMOUNT BUDGETED:	\$200,000

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9

Signature

9/8/22

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution ratifying the appointment of the engineering firm of David A. Waitz Engineering and Surveying, Inc. to provide services for the Elysian Sewer Force Main Repair project, and, also authorizing Parish President Gordon E. Dove to execute the appropriate engineering contract documents for this project.

WHEREAS, Terrebonne Parish is desirous of repairing the Elysian Sewer Force Main along Industrial Boulevard, and

WHEREAS, Parish President Gordon E. Dove has recommended that the firm of David A. Waitz Engineering and Surveying, Inc., be retained to provide the necessary professional services for this project, and

NOW THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of Parish President Gordon E. Dove, be ratified and that the engineering firm of David A. Waitz Engineering and Surveying, Inc. be retained to provide the necessary professional services for the Elysian Sewer Force Main Repair Project, and that Parish President Gordon E. Dove be authorized to execute any and all documents with said firm for this project.

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

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

The Chairman declared this resolution adopted this _____ day of _____, 2022.

* * * * *



Monday, September 12, 2022

Item Title:

A resolution informing the Louisiana Department of Environmental Quality that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, reviewed the MWPP Environmental Audit Report and set forth the following actions necessary to maintain compliance with requirement contained in the LPDES Permit.

Item Summary:

RESOLUTION: Informing Louisiana Department of Environmental Quality that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, reviewed the MWPP Environmental Audit Report and set forth the following actions necessary to maintain compliance with requirements contained in the LPDES Permit.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/7/2022	Executive Summary
Resolution	9/7/2022	Resolution
Backup	9/7/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Municipal Water Pollution Prevention (MWPP) for North Wastewater Treatment Plant LPDES Permit No. LA0040207

PROJECT SUMMARY (200 WORDS OR LESS)
The MWPP is basically a report of the facility to inform the governing body of the annual operation, capability and performance.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Requirement of Louisiana Department of Environmental Quality

TOTAL EXPENDITURE
N/A
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)
ACTUALESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)
N/ANOYESIF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)
PARISHWIDE123456789

Signature

9/6/22

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution informing the Louisiana Department of Environmental Quality that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, reviewed the MWPP Environmental Audit Report and set forth the following actions necessary to maintain compliance with requirement contained in the LPDES permit.

LPDES PERMIT NO. LA0040207 – NORTH WWTP

- a. Continue efforts to ensure that the treatment of plant effluent is in compliance with permit limits.
- b. Continue efforts to locate and correct sources of inflow and infiltration.
- c. Continue efforts to comply with requirements and investigate methods for beneficial use of bio-solids.
- d. Continue efforts to reduce and/or eliminate sources of overflow, bypass, or un-permitted discharge.
- e. Continue to monitor system users for non-compliance with Sewer Use Ordinance and initiate enforcement action, when required.

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, hereby informs the Louisiana Department of Environmental Quality that it has reviewed the Municipal Water Pollution Prevention Audit Report which is attached to this resolution and set forth actions necessary to maintain compliance with requirements of the LPDES permit.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____, 2022.

* * * * *

LOUISIANA

MUNICIPAL WATER POLLUTION PREVENTION

MWPP



Facility Name:

North Treatment Plant

LPDES Permit Number:

LA0040207

Agency Interest (AI) Number:

19176

Address:

2000 St. Louis Canal Rd.
Houma, LA 70364

Parish:

Terrebonne

(Person Completing Form) Name:

Brian Boquet

Title:

Superintendent

Date Completed:

01/12/2022

INSTRUCTIONS

1. Complete only the sections of the Environmental Audit which apply to your wastewater treatment system. Leave sections that do not apply blank and enter a "0" for the point value.
2. Parts 1 through 7 contain questions for which points may be generated. These points are intended to communicate to the department and the governing body or owner what actions will be necessary to prevent effluent violations. Place the point totals from parts 1 through 7 on the Point Calculation page.
3. Add up the point totals.
4. Submit the Environmental Audit to the governing body or owner for review and approval.
5. The governing body must pass a resolution which contains the following items:
 - a. The resolution or letter must acknowledge the governing body or owner has reviewed the Environmental Audit.
 - b. This resolution must indicate specific actions, if any, will be taken to maintain compliance and prevent effluent violations. Proposed actions should address the parts where maximum or close to maximum points were generated in the Environmental Audit.
 - c. The resolution should provide any other information the governing body deems appropriate.

Permit #: LA0040207

PART 1: INFLUENT FLOW/LOADINGS (all plants)

- A. List the average monthly volumetric flows and BOD loadings received at your facility during the last reporting year.

Column 1 Average Monthly Flow (million gallons per day, MGD)		Column 2 Average Monthly BOD5 Concentration (mg/l)		Column 3 Average Monthly BOD5 Loading (pounds per day, lb/day)
7.948	x	116.60	x 8.34 =	7728.98
8.546	x	62.1	x 8.34 =	4426.09
9.063	x	66.1	x 8.34 =	4996.19
9.587	x	64.9	x 8.34 =	5189.11
9.992	x	48.6	x 8.34 =	4049.99
8.530	x	68.3	x 8.34 =	4858.87
8.564	x	64.2	x 8.34 =	4585.40
8.136	x	No Data	x 8.34 =	No Data
7.305	x	No Data	x 8.34 =	No Data
6.219	x	63.2	x 8.34 =	3277.96
4.223	x	121.8	x 8.34 =	4289.77
4.225	x	154.5	x 8.34 =	5444.03

BOD loading = Average Monthly Flow (in MGD) x Average Monthly BOD concentration (in mg/l) x 8.34

- B. List the design flow and design BOD loading for your facility in the blanks below. If you are not aware of these design quantities, refer to your Operation and Maintenance (O&M) Manual or contact your consulting engineer.

Design Flow, MGD:	16	x 0.90 =	
Design BOD, lb/day:	26,688	x 0.90 =	14.4
			24,019

Permit #: LA0040207

- C. How many months did the monthly flow (Column 1) to the wastewater treatment facility (WWTF) exceed 90% of design flow? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	0	0	0	5	5	5	5	5	5	5	5

Write 0 or 5 in the C point total box -0- C Point Total

- D. How many months did the monthly flow (Column 1) to the WWTF exceed the design flow? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	5	5	10	10	15	15	15	15	15	15	15	15

Write 0, 5, 10 or 15 in the D point total box -0- D Point Total

- E. How many months did the monthly BOD loading (Column 3) to the WWTF exceed 90% of the design loading? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	5	5	5	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the E point total box -0- E Point Total

- F. How many months did the monthly BOD loading (Column 3) to the WWTF exceed the design loading? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	10	20	30	40	50	50	50	50	50	50	50	50

Write 0, 10, 20, 30, 40 or 50 in the F point total box -0- F Point Total

- G. Add together each point total for C through F and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 1: 0 (max = 80)

Also enter this value or 80, whichever is less, on the point calculation table on page 16.

Permit #: LA0040207

PART 2: EFFLUENT QUALITY / PLANT PERFORMANCE

- A. List the monthly average effluent BOD and TSS concentrations produced by your facility during the last reporting year.

Month	Column 1 Average Monthly BOD (mg/l)	Column 2 Average Monthly TSS (mg/l)
January	3.6	3.4
February	4.8	5.2
March	5.6	6.4
April	3.2	3.4
May	2.9	2.5
June	2.1	1.6
July	3.5	2.6
August	2.0	2.6
September	2.1	3.8
October	2.5	4.0
November	3.0	3.8
December	4.4	4.6

- B. List the monthly average permit limits for your facility in the blanks below.

	Permit Limit		90% of Permit Limit
BOD, mg/l	10	x 0.90 =	9
TSS, mg/l	15	x 0.90 =	13.5

Permit #: LA0040207

C. Continuous Discharge to Surface Water.

- i.** How many months did the effluent BOD (Column 1) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	0	10	20	30	40	40	40	40	40	40	40	40

Write 0, 10, 20, 30 or 40 in the i point total box -0- i Point Total

- ii.** How many months did the effluent BOD (Column 1) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	5	5	10	10	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the ii point total box -0- ii Point Total

- iii.** How many months did the effluent TSS (Column 2) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	0	10	20	30	40	40	40	40	40	40	40	40

Write 0, 10, 20, 30 or 40 in the iii point total box -0- iii Point Total

- iv.** How many months did the effluent TSS (Column 2) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	5	5	10	10	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the iv point total box -0- iv Point Total

- v.** Add together each point total for i through iv and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 2: 0 (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

Permit #: LA0040207

D. Other Monitoring and Limitations

- i. At any time in the past year was there an exceedance of a permit limit for other pollutants such as: ammonia-nitrogen, phosphorus, pH, total residual chlorine, or fecal coliform?

✓ Check one box.

☐

Yes

☒

No

If Yes, Please describe:

N/A

- ii. At any time in the past year was there a "failure" of a Biomonitoring (Whole Effluent Toxicity) test of the effluent?

✓ Check one box.

☐

Yes

☒

No

If Yes, Please describe:

N/A

- iii. At any time in the past year was there an exceedance of a permit limit for a toxic substance?

✓ Check one box.

☐

Yes

☒

No

If Yes, Please describe:

N/A

Permit #: LA0040207

PART 3: AGE OF THE WASTEWATER TREATMENT FACILITY

- A. What year was the wastewater treatment facility constructed or last major expansion/improvements completed?

$$\begin{array}{rcccl}
 & & 2012 & & \\
 & & \hline
 \text{Current Year} & - & \text{Answer to A} & = & \text{Age in years} \\
 2021 & & 2012 & & 9 \\
 \hline
 \end{array}$$

Enter Age in Part C below.

- B. ☒ Check the type of treatment facility that is employed.

FACTOR:

<input checked="" type="checkbox"/>	Mechanical Treatment Plant (trickling filter, activated sludge, etc...) Specify Type: _____	2.5
<input type="checkbox"/>	Aerated Lagoon	2.0
<input type="checkbox"/>	Stabilization Pond	1.5
<input type="checkbox"/>	Other Specify Type: _____	1.0

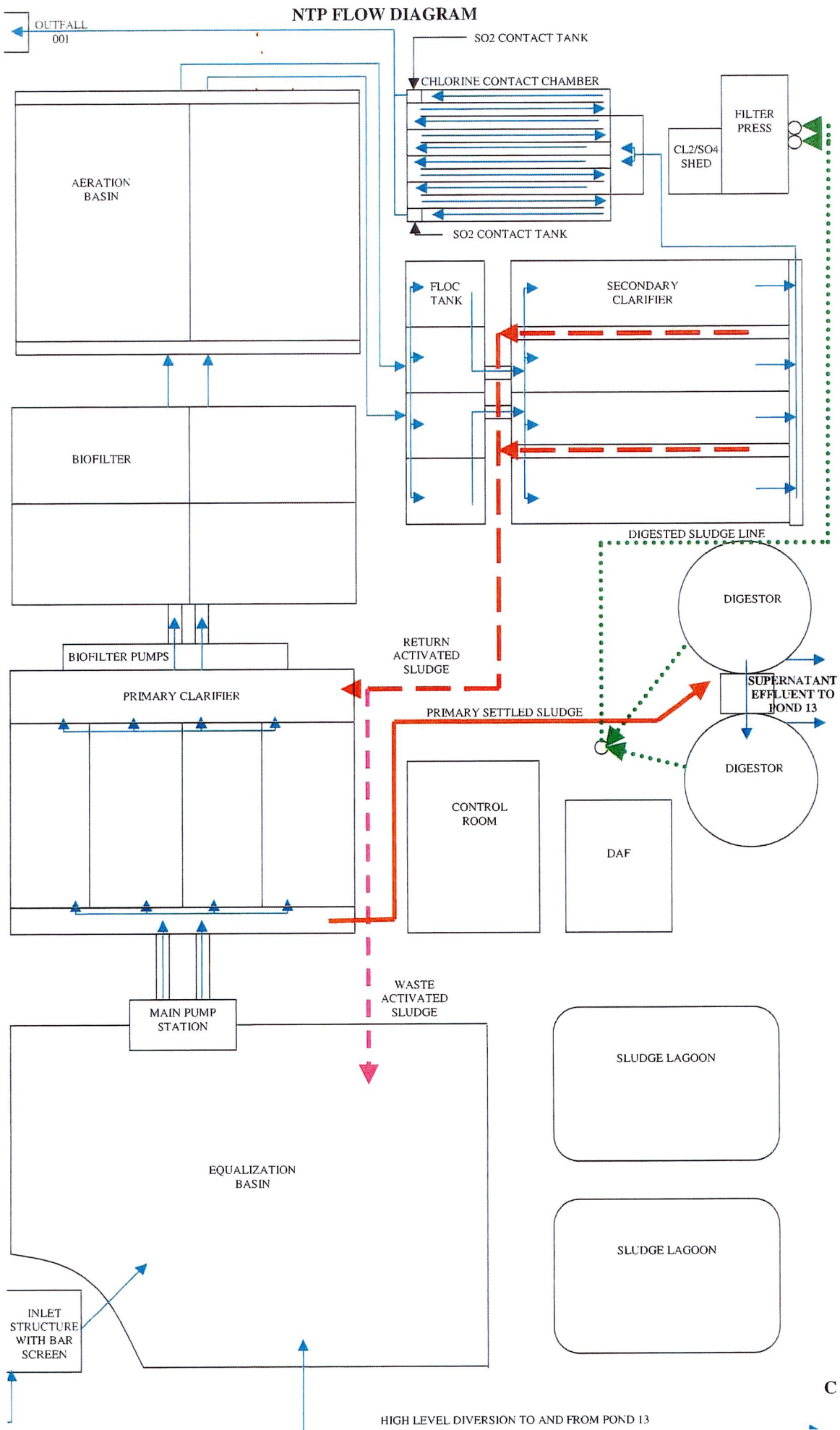
- C. Multiply the factor listed next to the type of facility your community employs by the age of your facility to determine the total point value for Part 3.

TOTAL POINT VALUE FOR PART 3 =

$$\frac{2.5}{\text{Factor}} \times \frac{9}{\text{Age}} = \boxed{23} \text{ (max = 50)}$$

Also enter this value or 50, whichever is less, on the point calculation table on page 16.

- D. Please attach a schematic of the treatment plant.



PART 4: OVERFLOWS AND BYPASSES

A.

- i. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to heavy rain:

— 3 — ✓ Check one box.

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

0 = 0 points

1 = 5 points

2 = 10 points

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

3 = 15 points

4 = 30 points

5 or more = 50 points

- ii. List the number of bypasses, overflows or unpermitted discharges shown in A (i) that were within the collection system and the number at the treatment plant

Collection System: 3

Treatment Plant: 0

B.

- i. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to equipment failure, either at the treatment plant or due to pumping problems in the collection system:

— 1 — ✓ Check one box.

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

0 = 0 points

1 = 5 points

2 = 10 points

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

3 = 15 points

4 = 30 points

5 or more = 50 points

- ii. List the number of bypasses, overflows or unpermitted discharges shown in B (i) that were within the collection system and the number at the treatment plant

Collection System: 1

Treatment Plant: 0

- C. Specify whether the bypasses came from the city/village/town sewer system or from contract or tributary communities/sanitary districts, etc...

Municipal sewer system

- D. Add the point values checked for A and B and place the total in the box below.

TOTAL POINT VALUE FOR PART 4: 20 (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

- E. List the person responsible (name and title) for reporting overflows, bypasses or unpermitted discharges to State and Federal authorities:

Brian Boquet, WWTP Superintendent / David Tyler Sewer Collections Superintendent

Describe the procedure for gathering, compiling and reporting:

Confirmation of overflow, bypass or unpermitted discharges. Repairs initiated. Notification of

Regulatory agency (EPA/LADEQ). Confirm repairs. Follow-up report completed if required.

PART 5: SEWAGE SLUDGE STORAGE, USE, AND DISPOSAL

A. Sewage Sludge Storage

How many months of sewage sludge storage capacity does your facility have available, either on-site or off-site?

Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	<2	2	3	4-5	6
<i>points</i>	50	30	20	10	0

Write 0, 10, 20, 30 or 50 in the A point total box 30 A Point Total

B. For how many months does your facility have approval to use or dispose of sewage sludge at a properly permitted landfill, land application site, or sewage sludge incinerator?

Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	<6	6-11	12-23	24-35	>36
<i>points</i>	50	30	20	10	0

Write 0, 10, 20, 30 or 50 in the B point total box 20 B Point Total

C. Add together the A and B point values and place the sum in the box below at the right:

TOTAL POINT VALUE FOR PART 5: 50 (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

Permit #: LA0040207

PART 6: NEW DEVELOPMENT

- A. Please provide the following information for the total of all sewer line extensions which were installed during the last year.

Design Population: 416
Design Flow: .0416 MGD
Design BOD: 203.84 mg/l

- B. Has an industry (or other development) moved into the community or expanded production in the past year, such that either flow or pollutant loadings to the sewerage system were significantly increased (5% or greater)?

✓ Check one box. ☐ Yes = 15 points ☒ No = 0 points

If Yes, Please describe:

List any new pollutants:

- C. Is there any development (industrial, commercial or residential) anticipated in the next 2-3 years, such that either flow or pollutant loadings to the sewerage system could significantly increase?

✓ Check one box. ☒ Yes = 15 points ☐ No = 0 points

If Yes, Please describe:

New residential subdivisions are being constructed, Evangeline Estates, Adley Oaks and Isle de Jean Charles

List any new pollutants you anticipate:

- D. Add together the point value checked in B and C and place the sum in the box below.

TOTAL POINT VALUE FOR PART 6:

15

 (max = 30)

Also enter this value or 30, whichever is less, on the point calculation table on page 16.

Permit #: **LA0040207**

PART 7: OPERATOR CERTIFICATION AND EDUCATION

- A. What was the name of the operator-in-charge for the reporting year?

Name: Brian Boquet

- B. What is his or her certification number:

Cert. #: 13-1230

- C. What level of certification is the operator-in-charge required to have to operate the wastewater treatment facility?

Level Required: WWT - IV

- D. What is the level of certification of the operator-in-charge?

Level Certified: WWT - IV

- E. Was the operator-in-charge of the report year certified at least at the grade level required in order to operate this plant?

✓ Check one box.

☒

Yes = 0 points

☐

No = 50 points

Write 0 or 50 in the E point total box

E Point Total

- F. Has the operator-in-charge maintained recertification requirements during the reporting year?

✓ Check one box.

☒

Yes

☐

No

- G. How many hours of continuing education has the operator-in-charge completed over the last two calendar years?

✓ Check one box.

☒

> 12 hours = 0 points

☐

< 12 hours = 50 points

Write 0 or 50 in the G point total box

G Point Total

- H. Is there a written policy regarding continuing education and training for wastewater treatment plant employees?

✓ Check one box.

☒

Yes

☐

No

Explain: Continuing education is conducted based on State Certification Guidelines

(LADHH-OPH) and administered by State approved instructor.

- I. What percentage of the continuing education expenses of the operator-in-charge were paid for:

By the permittee?

100%

By the operator?

0%

- J. Add together the E and G point values and place the sum in the box below at the right.

TOTAL POINT VALUE FOR PART 7:

(max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

Permit #: LA0040207

PART 8: FINANCIAL STATUS

- A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses?

√ Check one box.

☒

Yes

☐

No If No, How are O&M costs financed?

Sewer User Rates were increased as of May 2010, by Ordinance No. 7822 (copy attached). As per the Ordinance, these rates were adjusted annually, through 2014. Charges also include a monthly Energy Adjustment Charge calculated each month by means of the "Moving Average Method" using cost of all electrical energy consumed during a three month period prior to the current billing period and the total water sales during the same period.

- B. What financial resources do you have available to pay for your wastewater improvements and reconstruction needs?

Renewal/Replacement Fund – Derived from surplus revenues and retained earnings.

OFFERED BY: Mr. J. Cehan.
SECONDED BY: Mr. K. Voisin.

ORDINANCE NO. 7822

AN ORDINANCE TO AMEND SECTION 23-31(d) RELATIVE TO SEWER USER CHARGES AND SECTION 23-32(e) and 23-32(g), RELATIVE TO SEPTAGE COLLECTION, TRANSPORTATION AND DISPOSAL, OF THE PARISH CODE OF TERREBONNE PARISH, LOUISIANA.

SECTION I

BE IT ORDAINED, that Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby amends Section 23-31(d), of the Parish Code of Terrebonne Parish, Louisiana, relative to Sewer User Charges, as follows:

Section 23-31. User Charges

(d) Fixed Charges

From the effective date of the Ordinance through December 31, 2010, the fixed charge for each customer, other than a hotel or motel, shall be seven dollars (\$7.00) per month. In addition, each customer shall pay a user charge of one dollar and seventy-six cents (\$1.76) per one thousand (1,000) gallons of water used, plus an Energy Adjustment Charge, for the operation, maintenance and replacement of the system. For this section, each occupied apartment and trailer space shall be considered a separate customer and subject to the imposition of the monthly fixed charge.

The fixed charge for hotels and motel shall be three dollars (\$3.00) per month, per room, whether occupied or not. In addition, each hotel or motel shall pay a user charge of one dollar and seventy-six cents (\$1.76) per one thousand (1,000) gallons of water used, plus an Energy Adjustment Charge, for the operation, maintenance and replacement of the system.

The Energy Adjustment charge shall be calculated each month by means of the "Moving Average Method" using the cost of all electrical energy consumed during a three month period prior to the current billing period and the total water sales during the same period. The charge thus determined shall be expressed as a four decimal number per one thousand (1,000) gallons of water sold.

BE IT FURTHER ORDAINED that the sewer user charge shall automatically be adjusted on January 1 of each year through the year 2014 in accordance with the following schedule:

January 1, 2011	Fixed Charge + \$1.82/1,000 gallons + Energy Adjustment Charge
January 1, 2012	Fixed Charge + \$2.18/1,000 gallons + Energy Adjustment Charge
January 1, 2013	Fixed Charge + \$2.23/1,000 gallons + Energy Adjustment Charge
January 1, 2014	Fixed Charge + \$2.28/1,000 gallons + Energy Adjustment Charge

SECTION II

BE IT ORDAINED, that Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby amends Section 23-32(e) and 23-32(g) of the Parish Code of Terrebonne Parish, Louisiana, relative to Septage Collection, Transportation and Disposal, as follows:

Section 23-32. Septage Collection, Transportation and Disposal

(e) A septage hauler manifest system is hereby established to comply with requirements of LAC 33:1x2313. Each permitted waste hauler shall complete a sewage sludge manifest form for each load picked up. A copy of the completed, signed and dated manifest form shall be submitted to the wastewater operator, upon discharge of wastes into the treatment system. A form will be provided with issuance of approved permit.

(g) The licensee will be billed for services monthly at a rate of three (0.03) cents per gallon of septage and shall be billed at the load rated capacity of the vehicle for each load of septage hauled to and disposed at the Parish's authorized disposal facility.

SECTION III

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

SECTION IV

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

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

THERE WAS RECORDED:


YEAS: A. Tillman, A. Williams, B. Hebert, J. Pizzolatto, K. Voisin, C. Voisin, J. Cehan, and P. Lambert.

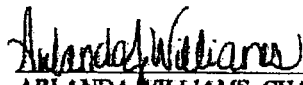
NAYS: T. Cavalier.

ABSTAINING: None.

ABSENT: None.


The Chairwoman declared the ordinance adopted on this, the 26th day of May, 2010.


PAUL A. LABAT, COUNCIL CLERK
TERREBONNE PARISH COUNCIL


ARLANDA WILLIAMS, CHAIRWOMAN
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

5-27-10 2:30 PM PM

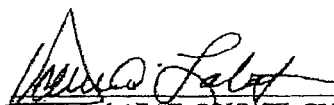

Approved _____ Vetoed _____
Michel H. Claudet, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

5-28-10 3:00 PM PM

I, PAUL A. LABAT, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on May 26, 2010, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 28th
DAY OF May, 2010.


PAUL A. LABAT, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

PART 9: SUBJECTIVE EVALUATION

A. Collection System Maintenance

- i. Describe what sewer system maintenance work has been done in the last year.

Jet washing & vacuum debris removal, smoke & dye testing and internal video inspection of manholes, gravity mains and service laterals with repair, slip lining installation or replacement as needed. Force main repair, replacement & relocation. Blockage removal from gravity mains & service laterals. Cut grass & maintain servitude.

- ii. Describe what lift station work has been done in the last year.

Continuous monitoring with telemetry of 95% of total lift stations. Pump maintenance, repair, rebuilding & upgrade. Grounds maintenance, valve exercising, building maintenance, alternating pump control installation, etc.

- iii. What collection system improvements does the community have under construction for the next 5 years?

Expansion of public sewers into unsewered areas, continued identification of I/I sources, expansion of GIS and Telemetry systems, chemical control program for odor/corrosion & root infiltration & replacement of defective mains & service laterals. CIPP gravity main rehabilitation. Manhole & wetwell rehabilitation. Major renovations of 2 major holding basins.

B. If you have ponds please answer the following questions:

✓ Check one box.

- | | | | |
|-------|--|---|--|
| i. | Do you have duckweed buildup in the ponds? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| ii. | | | |
| iii. | Do you mow the dikes regularly (at least monthly), to the waters edge? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| iii. | | | |
| iv. | Do you have bushes or trees growing on the dikes or in the ponds? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| iv. | | | |
| v. | Do you have excess sludge buildup (> 1 foot) on the bottom of any of your ponds? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| v. | Do you exercise all of your valves? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| vi. | Are your control manholes in good structural shape? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| vii. | Do you maintain at least 3 feet of freeboard in all of your ponds? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| viii. | Do you visit your pond system at least weekly? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

Permit #: LA0040207

C. Treatment Plants

- i. Have the influent and effluent flow meters been calibrated in the last year?

☒ Yes ☐ No (✓ Check one box.)

03/03/2021
Influent flow meter calibration date(s)

03/03/2021
Effluent flow meter calibration date(s)

- ii. What problems, if any, have been experienced over the last year that have threatened treatment?

Hurricane Ida damaged chemical feed equipment, electrical equipment.

- iii. Is your community presently involved in formal planning for treatment facility upgrade?

✓ Check one box.

☒ Yes ☐ No

If Yes, Please describe:

Terrebonne Parish Consolidated Government has budgeted in 2022 to replace chemical disinfection equipment with Ultraviolet disinfection. Also to replace main pumps and electrical equipment.

Permit #: LA0040207

D. Preventive Maintenance

- i. Does your plant have a written plan for preventive maintenance on major equipment items?

✓ Check one box.

☒

Yes

☐

No

If Yes, Please describe:

We presently have Standard Operational Procedures (SOP); Technical Instruction/Information (TI) and Preventive Maintenance Plan (PMP) in accordance with manufacturer's recommendations.

- ii. Does this preventive maintenance program depict frequency of intervals, types of lubrication and other preventive maintenance tasks necessary for each piece of equipment?

☒

Yes

☐

No

- iii. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assured properly?

☒

Yes

☐

No

E. Sewer Use Ordinance

- i. Does your community have a sewer use ordinance that limits or prohibits the discharge of excessive conventional pollutants (BOD, TSS or pH) or toxic substances to the sewer system from industries, commercial users and residences?

✓ Check one box.

☒

Yes

☐

No

If Yes, Please describe:

Section 23-27 of the Terrebonne Parish Code. (Copy Attached)

- ii. Has it been necessary to enforce?

✓ Check one box.

☐

Yes

☒

No

If Yes, Please describe:

N/A

- iii. Any additional comments about your treatment plant or collection system? (Attach additional sheets if necessary.)

N/A

Sec. 23-27. - Use of public sewers.

- (a) *Unpolluted water—Where prohibited.* It is unlawful for any person to discharge or cause to be discharged any stormwater, surface water, or unpolluted industrial process water to any sanitary sewer.
- (b) *Same—Where discharged.* Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the parish government. Industrial cooling water or unpolluted process water may be discharged, upon approval of the parish government, to a storm sewer or natural outlet, with the approval of the state department of natural resources, office of environmental affairs, or other agencies of competent jurisdiction.
- (c) *Prohibited discharges—Described.* No person shall discharge or cause to be discharged objectionable items or any of the following described waters or wastes to any public sewers:
 - (1) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 - (2) Any wastes or waters containing toxic or poisonous solids by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or cause any hazard in the receiving water of the sewage treatment plant, including but not limited to cyanides in excess 1.0 mg/l as CN in the wastes as discharged to the public sewer.
 - (3) Any waters or wastes having a pH lower than five (5.0) or higher than nine (9.0), or having other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
 - (4) Solid or viscous substances in quantities or of size capable of causing obstruction to the flow in the sewer, or other interference with the proper operation of the sewage works such as but not limited to ashes, cinder, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair, fleshings and entrails ground by garbage grinders.
 - (5) Any liquid or vapor having a temperature higher than one hundred twenty-five (125) degrees Fahrenheit (fifty-two (52) degrees Celsius).
 - (6)

Any waters or wastes containing fats, waste, grease, or oils, whether emulsified or not, in excess of fifty (50) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred twenty-five (125) degrees Fahrenheit (zero to fifty-two (52) degrees Celsius).

- (7) Any garbage that has not been properly shredded.
- (8) Any waters or wastes containing strong acid, iron, pickling wastes, or concentrated plating solutions if not neutralized.
- (9) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances, or wastes exerting an excessive chlorine requirement, to such degree that such material received in the composite sewage at the sewage treatment works exceeds the limits established by the parish government for such materials.
- (10) Any waters or wastes containing phenols or other waste- or odor-producing substances, in such concentrations exceeding limits which may be established by the parish government as necessary, after treatment of the composite sewage, to meet the requirements of the health department or the Environmental Protection Agency.
- (11) Any radioactive wastes or isotopes.
- (12) Materials which exert or cause:
 - a. Unusual concentrations or inert suspended solids (such as, but not limited to, fuller's earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - c. Unusual biochemical oxygen demand, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
 - d. Unusual volume of flow concentration or wastes constituting "slugs" as defined in this article.
- (13) Waters or wastes containing substances which are not amenable to treatment or reduction by the treatment process, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of the health department, or the environmental protection agency.

(14) Discharge of objectionable items in excess of the quantities listed as follows and discharge of prohibited material are prohibited:

- a. Objectionable items shall include, but not be limited to, waters or wastes containing any of the following concentrations in excess of the quantities shown:

Copper	1 mg/l
Lead	0.1 mg/l
Boron	1.0 mg/l
Arsenic	0.05 mg/l
Chromium	2.0 mg/l
Tin	1.0 mg/l
Barium	5.0 mg/l
Manganese	1.0 mg/l
Nickel	1.0 mg/l
Zinc	5.0 mg/l

- b. Prohibited heavy metal and toxic material shall include but not be limited to the following materials:

Antimony	Strontium
Beryllium	Tellurium
Bismuth	Herbicides

Cobalt	Fungicides
Molybdenum	Pesticides
Rhenium	Uranyllion

- c. Maximum limits for discharge of heavy metals shall include but not be limited to the following materials:

Cadmium	0.02 mg/l
Mercury	0.005 mg/l
Selenium	0.02 mg/l
Silver	0.1 mg/l

- (d) *Same—Power of parish.* In the event of discharge of prohibited material as listed above or discharge to the public sewers, which waters contain the substances or possess the characteristics enumerated in subsection (c), and which in the judgment of the parish government may have a deleterious effect upon the sewerage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life, or constitute a public nuisance, the parish government may, subject to the limitations of paragraph (c)(14):

- (1) Reject the waste;
- (2) Require pretreatment to an acceptable condition for discharge to the public sewers;
- (3) Require control over the quantities and rates of discharge; and/or
- (4) Require payment to cover the added cost of handling and treatment of the wastes not covered by existing taxes and user charges under the provisions of this article.

If the parish government permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to this review and approval and to the requirements of all applicable codes, ordinances and laws. The owner shall obtain an industrial waste permit.

- (e) *Interceptors—Required.* Grease, oil and sand interceptors shall be provided when in the opinion of the parish government they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors may not be required for private single-family dwellings. All interceptors shall be of a type and capacity approved by the parish government and shall be located so as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious material capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, properly vented, watertight and equipped with easily removable covers which when bolted in place shall be watertight and gastight.
- (f) *Same—Maintenance.* All grease, oil and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.
- (g) *Treatment facilities for sewage.* Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, these facilities shall be maintained continuously in satisfactory and effective operation by the owner at his expense. Should such pretreatment or equalizing facilities fail, the owner shall immediately notify the parish government of the failure.
- (h) *Control manhole.* When required by the parish government, the owner of any property serviced by a building sewer carrying industrial waste shall install a suitable control manhole or other acceptable facility, together with such necessary meter, sampling equipment, and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole or facility and equipment shall be accessible and safely located, and shall be constructed in accordance with plans approved by the parish government. The manhole or facility shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times. The parish government shall have a right of access to the control manhole of the facility at all times. The control manhole shall have the capability to stop all flows of wastes into the public sewer system.
- (i)

Tests. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this article shall be determined in accordance with the latest edition of Standard Methods and shall be determined at the control manhole provided, or upon suitable samples taken at the control manhole or facility. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the existence of hazards to life, limb and property. The particular analysis involved shall determine whether a grab sample or samples should be taken. Normally, B.O.D. and suspended solids and analysis are obtained from twenty-four-hour composites whereas pH's are determined from periodic grab samples. The parish government shall determine the frequency and the specific tests required.

- (j) *When pretreatment required.* Pretreatment is required prior to the discharge into the public sewers of any waters or wastes having any or all of the following characteristics:
 - (1) A five-day biochemical oxygen demand greater than two hundred (200) parts per million (1,000,000) by weight;
 - (2) More than two hundred (200) parts per million (1,000,000) by weight of suspended solids;
 - (3) Any quantity of substances having the characteristics described in subsection (c); or
 - (4) An average daily flow greater than two-tenths percent of the average daily sewage flow of the parish government.
- (k) *Result of pretreatment.* Any person desiring to discharge any of the water or waste described herein into the public sewers shall provide at his own expense such preliminary treatment as may be necessary to:
 - (1) Reduce the biochemical oxygen demand to less than two hundred (200) parts per million (1,000,000) and the suspended solids to less than two hundred (200) parts per million (1,000,000) by weight;
 - (2) Reduce the objectionable characteristics or constituents to within the maximum limits provided for in subsection (c); or
 - (3) Control the quantities and rates of discharge of such waters or wastes.

Plans and specifications or other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the parish government and the health department and no construction of such facilities shall be commenced until such approvals are obtained by official notice.

- (l) *Permit application.* Within three (3) months after the passage of Ordinance No. 2363, all users of the sewage system who discharge industrial wastes into the public sewers shall file with the parish government an industrial waste permit application which shall furnish pertinent data, inclusive of quantity flow, and an analysis of the water discharged into the sewage works. Similarly, any persons desiring to make a new connection to the sewage works for the purposes of discharging industrial wastes into public sewage shall fill in and file with the parish government an industrial waste permit application which shall furnish pertinent data inclusive of quantity flow and an analysis of the industrial waste to be discharged into the sewage works. The data furnished shall be subject to the review of the state department of health and hospitals, office of public health. An industrial waste permit shall be required.
- (m) *Special agreements.* No statement contained in this section shall be construed as preventing any special agreement or arrangement between the parish government and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the parish government subject to payment therefore by the industrial concern. Section 23-30 provides the basic method and rate structure for computation of industrial waste service charge.
- (n) *New connections.* New connections shall be properly designed and constructed in such a manner that sources of inflow will be prevented from entering the sewer system.
- (o) *Approval by state.* Any significant proposed industrial waste discharged into the parish government public sewer shall be reported to and approved by the state department of health and hospitals, office of public health.
- (p) *Dilution of discharge.* No user shall in any way dilute a discharge as a partial or complete substitute for adequate treatment or pretreatment to achieve compliance with the limitations contained in this section.
- (q) *Accidental discharges.* Each user shall provide safeguards against accidental discharges of prohibited materials or other substances regulated by this article. Should an accidental discharge occur, the user shall immediately notify the parish government of

the location, nature and volume of the discharge. The user shall be liable for all damages caused by any accidental discharge, including fines, civil penalties, or other liability which may be imposed by this article or other applicable laws.

(Parish Code 1979, § 19-226)

State Law reference— Louisiana Environmental Quality Act, R.S. 30:1051 et seq.

Permit #:

LA0040207

POINT CALCULATION TABLE

	Actual Values	Maximum -
Part 1: <i>Influent Flow/Loadings</i>	<u>0</u>	80 points
Part 2: <i>Effluent Quality / Plant Performance</i>	<u>0</u>	100 points
Part 3: <i>Age of WWTF</i>	<u>23</u>	50 points
Part 4: <i>Overflows and Bypasses</i>	<u>15</u>	100 points
Part 5: <i>Ultimate Disposition of Sludge</i>	<u>60</u>	100 points
Part 6: <i>New Development</i>	<u>15</u>	30 points
Part 7: <i>Operator Certification</i>	<u>0</u>	
<i>Training</i>	<u></u>	100 points

TOTAL POINTS:

113



Monday, September 12, 2022

Item Title:

A resolution informing the Louisiana Department of Environmental Quality that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, reviewed the MWPP Environmental Audit Report and set forth the following actions necessary to maintain compliance with requirements contained in the LPDES Permit.

Item Summary:

RESOLUTION: Informing the Louisiana Department of Environmental Quality that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, reviewed the MWPP Environmental Audit Report and set forth the following actions necessary to maintain compliance with requirements contained in the LPDES Permit No LA0040274 - South Wastewater Treatment Plant.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary -STP MWPP	9/7/2022	Executive Summary
Resolution	9/7/2022	Resolution
Backup - MWPP	9/7/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Municipal Water Pollution Prevention (MWPP) for South Wastewater Treatment Plant LPDES Permit No. LA0040274

PROJECT SUMMARY (200 WORDS OR LESS)
The MWPP is basically a report of the facility to inform the governing body of the annual operation, capability and performance.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Requirement of Louisiana Department of Environmental Quality

TOTAL EXPENDITURE
N/A
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)
ACTUALESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)
N/ANOYESIF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)
PARISHWIDE123456789

Signature

Angela C. Bell

Date

9/6/22

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A resolution informing the Louisiana Department of Environmental Quality that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, reviewed the MWPP Environmental Audit Report for the South Wastewater Treatment Plant and set forth the following actions necessary to maintain compliance with requirements contained in the LPDES permit.

LPDES PERMIT NO. LA0040274 - SOUTH WWTP

- a. Continue efforts to ensure that the treatment plant effluent is in compliance with permit limits.
- b. Continue efforts to locate and correct sources of inflow and infiltration.
- c. Continue efforts to reduce and/or eliminate sources of overflow, bypass or unpermitted discharge.
- d. Continue to monitor system users for non-compliance with Sewer Use Ordinance and initiate enforcement action, when required.

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, hereby informs the Louisiana Department of Environmental Quality that it has reviewed the Municipal Water Pollution Prevention Audit Report, which is attached to this resolution and set forth actions necessary to maintain compliance with requirements of the LPDES permit.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this _____ day of _____, 2022.

* * * * *

LOUISIANA

MUNICIPAL WATER POLLUTION PREVENTION

MWPP



Facility Name:

South Treatment Plant

LPDES Permit Number:

LA0040274

Agency Interest (AI) Number:

19562

Address:

539 Ashland Landfill Rd.
Houma, La 70363

Parish:

Terrebonne

(Person Completing Form) Name:

Brian Boquet

Title:

Superintendent

Date Completed:

01/12/2022

INSTRUCTIONS

1. Complete only the sections of the Environmental Audit which apply to your wastewater treatment system. Leave sections that do not apply blank and enter a "0" for the point value.
2. Parts 1 through 7 contain questions for which points may be generated. These points are intended to communicate to the department and the governing body or owner what actions will be necessary to prevent effluent violations. Place the point totals from parts 1 through 7 on the Point Calculation page.
3. Add up the point totals.
4. Submit the Environmental Audit to the governing body or owner for review and approval.
5. The governing body must pass a resolution which contains the following items:
 - a. The resolution or letter must acknowledge the governing body or owner has reviewed the Environmental Audit.
 - b. This resolution must indicate specific actions, if any, will be taken to maintain compliance and prevent effluent violations. Proposed actions should address the parts where maximum or close to maximum points were generated in the Environmental Audit.
 - c. The resolution should provide any other information the governing body deems appropriate.

Permit #: LA0040274

PART 1: INFLUENT FLOW/LOADINGS (all plants)

- A.** List the average monthly volumetric flows and BOD loadings received at your facility during the last reporting year.

Column 1 Average Monthly Flow (million gallons per day, MGD)		Column 2 Average Monthly BOD5 Concentration (mg/l)		Column 3 Average Monthly BOD5 Loading (pounds per day, lb/day)
3.337	x	88.4	x 8.34 =	2460.22
2.902	x	88.5	x 8.34 =	2141.94
4.157	x	43.0	x 8.34 =	1490.78
3.561	x	121.4	x 8.34 =	3605.43
4.302	x	37.1	x 8.34 =	1331.09
4.196	x	14.4	x 8.34 =	503.92
4.012	x	23.8	x 8.34 =	796.35
3.033	x	No Data	x 8.34 =	No Data
No Data	x	17.0	x 8.34 =	No Data
2.436	x	115.3	x 8.34 =	2342.46
1.689	x	113.1	x 8.34 =	1593.16
1.161	x	108.9	x 8.34 =	1054.45

BOD loading = Average Monthly Flow (in MGD) x Average Monthly BOD concentration (in mg/l) x 8.34

- B.** List the design flow and design BOD loading for your facility in the blanks below. If you are not aware of these design quantities, refer to your Operation and Maintenance (O&M) Manual or contact your consulting engineer.

Design Flow, MGD:	8	x 0.90 =	7.2
Design BOD, lb/day:	13,344	x 0.90 =	12,010

Permit #: LA0040274

- C. How many months did the monthly flow (Column 1) to the wastewater treatment facility (WWTF) exceed 90% of design flow? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	0	0	0	5	5	5	5	5	5	5	5

Write 0 or 5 in the C point total box -0- C Point Total

- D. How many months did the monthly flow (Column 1) to the WWTF exceed the design flow? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	5	5	10	10	15	15	15	15	15	15	15	15

Write 0, 5, 10 or 15 in the D point total box -0- D Point Total

- E. How many months did the monthly BOD loading (Column 3) to the WWTF exceed 90% of the design loading? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	0	5	5	5	10	10	10	10	10	10	10	10

Write 0, 5, or 10 in the E point total box -0- E Point Total

- F. How many months did the monthly BOD loading (Column 3) to the WWTF exceed the design loading? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12
points	0	10	20	30	40	50	50	50	50	50	50	50	50

Write 0, 10, 20, 30, 40 or 50 in the F point total box -0- F Point Total

- G. Add together each point total for C through F and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 1: 0 (max = 80)

Also enter this value or 80, whichever is less, on the point calculation table on page 16.

Permit #: LA0040274

PART 2: EFFLUENT QUALITY / PLANT PERFORMANCE

- A. List the monthly average effluent BOD and TSS concentrations produced by your facility during the last reporting year.

Month	Column 1 Average Monthly BOD (mg/l)	Column 2 Average Monthly TSS (mg/l)
January	15.7	32.0
February	16.3	30.0
March	17.1	37.3
April	13.4	38.0
May	9.3	31.0
June	12.0	21.4
July	11.3	22.5
August	13.5	44.5
September	13.4	34.4
October	10.2	31.2
November	5.8	35.3
December	7.1	55.0

- B. List the monthly average permit limits for your facility in the blanks below.

	Permit Limit		90% of Permit Limit
BOD, mg/l	30	x 0.90 =	27
TSS, mg/l	90	x 0.90 =	81

C. Continuous Discharge to Surface Water.

- i.** How many months did the effluent BOD (Column 1) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	0	10	20	30	40	40	40	40	40	40	40	40

 Write 0, 10, 20, 30 or 40 in the i point total box -0- i Point Total

- ii.** How many months did the effluent BOD (Column 1) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	5	5	10	10	10	10	10	10	10	10	10	10

 Write 0, 5, or 10 in the ii point total box -0- ii Point Total

- iii.** How many months did the effluent TSS (Column 2) exceed 90% of the permit limits? Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	0	10	20	30	40	40	40	40	40	40	40	40

 Write 0, 10, 20, 30 or 40 in the iii point total box -0- iii Point Total

- iv.** How many months did the effluent TSS (Column 2) exceed permit limits? Circle the number of months and corresponding point total. Write the point total in the box below at the right.

<i>months</i>	0	1	2	3	4	5	6	7	8	9	10	11	12
<i>points</i>	0	5	5	10	10	10	10	10	10	10	10	10	10

 Write 0, 5, or 10 in the iv point total box -0- iv Point Total

- v.** Add together each point total for i through iv and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 2: 0 (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

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D. Other Monitoring and Limitations

- i. At any time in the past year was there an exceedance of a permit limit for other pollutants such as: ammonia-nitrogen, phosphorus, pH, total residual chlorine, or fecal coliform?

✓ Check one box.

☐

Yes

☒

No

If Yes, Please describe:

N/A

- ii. At any time in the past year was there a "failure" of a Biomonitoring (Whole Effluent Toxicity) test of the effluent?

✓ Check one box.

☐

Yes

☒

No

If Yes, Please describe:

N/A

- iii. At any time in the past year was there an exceedance of a permit limit for a toxic substance?

✓ Check one box.

☐

Yes

☒

No

If Yes, Please describe:

N/A

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PART 3: AGE OF THE WASTEWATER TREATMENT FACILITY

- A. What year was the wastewater treatment facility constructed or last major expansion/improvements completed?

$$\begin{array}{rcccl}
 & & & 2020 & \\
 & & & \hline
 \text{Current Year} & - & \text{Answer to A} & = & \text{Age in years} \\
 \hline
 2021 & & 2020 & & 1 \\
 \hline
 \end{array}$$

Enter Age in Part C below.

- B. ☒ Check the type of treatment facility that is employed.

FACTOR:

<input type="checkbox"/>	Mechanical Treatment Plant (trickling filter, activated sludge, etc...) Specify Type: _____	2.5
<input checked="" type="checkbox"/>	Aerated Lagoon	2.0
<input type="checkbox"/>	Stabilization Pond	1.5
<input type="checkbox"/>	Other Specify Type: _____	1.0

- C. Multiply the factor listed next to the type of facility your community employs by the age of your facility to determine the total point value for Part 3.

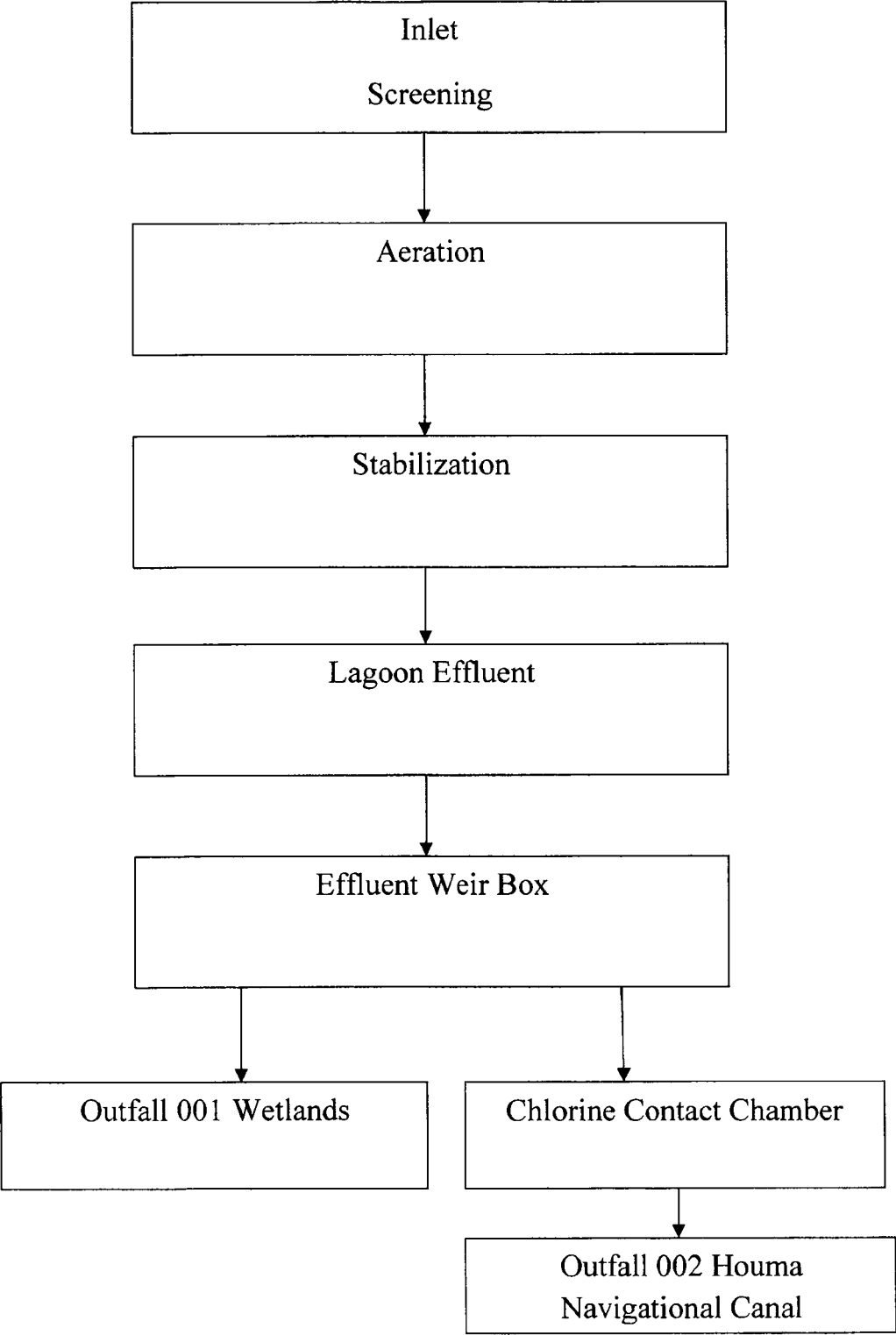
TOTAL POINT VALUE FOR PART 3 =

$$\frac{2.0}{\text{Factor}} \times \frac{1}{\text{Age}} = \boxed{2} \text{ (max = 50)}$$

Also enter this value or 50, whichever is less, on the point calculation table on page 16.

- D. Please attach a schematic of the treatment plant.

South Terrebonne Treatment Plant



Permit #:

LA0040274

PART 4: OVERFLOWS AND BYPASSES

A.

- i. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to heavy rain:

1

✓ Check one box.

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

0 = 0 points

1 = 5 points

2 = 10 points

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

3 = 15 points

4 = 30 points

5 or more = 50 points

- ii. List the number of bypasses, overflows or unpermitted discharges shown in A (i) that were within the collection system and the number at the treatment plant

Collection System: 1

Treatment Plant: 0

B.

- i. List the number of times in the last year there was an overflow, bypass or unpermitted discharge of untreated or incompletely treated wastewater due to equipment failure, either at the treatment plant or due to pumping problems in the collection system:

1

✓ Check one box.

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

0 = 0 points

1 = 5 points

2 = 10 points

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

3 = 15 points

4 = 30 points

5 or more = 50 points

- ii. List the number of bypasses, overflows or unpermitted discharges shown in B (i) that were within the collection system and the number at the treatment plant

Collection System: 1

Treatment Plant: 0

- C. Specify whether the bypasses came from the city/village/town sewer system or from contract or tributary communities/sanitary districts, etc...

Municipal sewer system

- D. Add the point values checked for A and B and place the total in the box below.

TOTAL POINT VALUE FOR PART 4: 10 (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

- E. List the person responsible (name and title) for reporting overflows, bypasses or unpermitted discharges to State and Federal authorities:

Brian Boquet, WWTP Superintendent / David Tyler Sewer Collections Superintendent

Describe the procedure for gathering, compiling and reporting:

Confirmation of overflow, bypass or unpermitted discharges. Repairs initiated. Notification of

Regulatory agency (EPA/LADEQ). Confirm repairs. Follow-up report completed if required.

PART 5: SEWAGE SLUDGE STORAGE, USE, AND DISPOSAL

A. Sewage Sludge Storage

How many months of sewage sludge storage capacity does your facility have available, either on-site or off-site?

Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	<2	2	3	4-5	6
<i>points</i>	50	30	20	10	0

Write 0, 10, 20, 30 or 50 in the A point total box A Point Total

B. For how many months does your facility have approval to use or dispose of sewage sludge at a properly permitted landfill, land application site, or sewage sludge incinerator?

Circle the number of months and the corresponding point total. Write the point total in the box below at the right.

<i>months</i>	<6	6-11	12-23	24-35	>36
<i>points</i>	50	30	20	10	0

Write 0, 10, 20, 30 or 50 in the B point total box B Point Total

C. Add together the A and B point values and place the sum in the box below at the right:

TOTAL POINT VALUE FOR PART 5: (max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

Permit #: LA0040274

PART 6: NEW DEVELOPMENT

- A. Please provide the following information for the total of all sewer line extensions which were installed during the last year.

Design Population: 120
Design Flow: 0.012 MGD
Design BOD: 203.83 mg/l

- B. Has an industry (or other development) moved into the community or expanded production in the past year, such that either flow or pollutant loadings to the sewerage system were significantly increased (5% or greater)?

✓ Check one box. ☐ Yes = 15 points ☒ No = 0 points

If Yes, Please describe:

List any new pollutants:

- C. Is there any development (industrial, commercial or residential) anticipated in the next 2-3 years, such that either flow or pollutant loadings to the sewerage system could significantly increase?

✓ Check one box. ☐ Yes = 15 points ☒ No = 0 points

If Yes, Please describe:

List any new pollutants you anticipate:

- D. Add together the point value checked in B and C and place the sum in the box below.

TOTAL POINT VALUE FOR PART 6: 0 (max = 30)

Also enter this value or 30, whichever is less, on the point calculation table on page 16.

Permit #: LA0040274

PART 7: OPERATOR CERTIFICATION AND EDUCATION

- A. What was the name of the operator-in-charge for the reporting year?

Name: Brian Boquet

- B. What is his or her certification number:

Cert.#: 13-1230

- C. What level of certification is the operator-in-charge required to have to operate the wastewater treatment facility?

Level Required: WWT - IV

- D. What is the level of certification of the operator-in-charge?

Level Certified: WWT - IV

- E. Was the operator-in-charge of the report year certified at least at the grade level required in order to operate this plant?

✓ Check one box.

☒

Yes = 0 points

☐

No = 50 points

Write 0 or 50 in the E point total box

E Point Total

- F. Has the operator-in-charge maintained recertification requirements during the reporting year?

✓ Check one box.

☒

Yes

☐

No

- G. How many hours of continuing education has the operator-in-charge completed over the last two calendar years?

✓ Check one box.

☒

> 12 hours = 0 points

☐

< 12 hours = 50 points

Write 0 or 50 in the G point total box

G Point Total

- H. Is there a written policy regarding continuing education and training for wastewater treatment plant employees?

✓ Check one box.

☒

Yes

☐

No

Explain: Continuing education is conducted based on State Certification Guidelines

(LADHH-OPH) and administered by State approved instructor.

- I. What percentage of the continuing education expenses of the operator-in-charge were paid for:

By the permittee?

100%

By the operator?

0%

- J. Add together the E and G point values and place the sum in the box below at the right.

TOTAL POINT VALUE FOR PART 7:

(max = 100)

Also enter this value or 100, whichever is less, on the point calculation table on page 16.

Permit #: LA0040274

PART 8: FINANCIAL STATUS

- A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses?

✓ Check one box.

☒

Yes

☐

No If No, How are O&M costs financed?

Sewer User Rates were increased as of May 2010, by Ordinance No. 7822 (copy attached). As per the Ordinance, these rates were adjusted annually, through 2014. Charges also include a monthly Energy Adjustment Charge calculated each month by means of the "Moving Average Method" using cost of all electrical energy consumed during a three month period prior to the current billing period and the total water sales during the same period.

- B. What financial resources do you have available to pay for your wastewater improvements and reconstruction needs?

Renewal/Replacement Fund – Derived from surplus revenues and retained earnings.

OFFERED BY: Mr. J. Cehan.
SECONDED BY: Mr. K. Voisin.

ORDINANCE NO. 7822

AN ORDINANCE TO AMEND SECTION 23-31(d) RELATIVE TO SEWER USER CHARGES AND SECTION 23-32(e) and 23-32(g), RELATIVE TO SEPTAGE COLLECTION, TRANSPORTATION AND DISPOSAL, OF THE PARISH CODE OF TERREBONNE PARISH, LOUISIANA.

SECTION I

BE IT ORDAINED, that Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby amends Section 23-31(d), of the Parish Code of Terrebonne Parish, Louisiana, relative to Sewer User Charges, as follows:

Section 23-31. User Charges

(d) Fixed Charges

From the effective date of the Ordinance through December 31, 2010, the fixed charge for each customer, other than a hotel or motel, shall be seven dollars (\$7.00) per month. In addition, each customer shall pay a user charge of one dollar and seventy-six cents (\$1.76) per one thousand (1,000) gallons of water used, plus an Energy Adjustment Charge, for the operation, maintenance and replacement of the system. For this section, each occupied apartment and trailer space shall be considered a separate customer and subject to the imposition of the monthly fixed charge.

The fixed charge for hotels and motel shall be three dollars (\$3.00) per month, per room, whether occupied or not. In addition, each hotel or motel shall pay a user charge of one dollar and seventy-six cents (\$1.76) per one thousand (1,000) gallons of water used, plus an Energy Adjustment Charge, for the operation, maintenance and replacement of the system.

The Energy Adjustment charge shall be calculated each month by means of the "Moving Average Method" using the cost of all electrical energy consumed during a three month period prior to the current billing period and the total water sales during the same period. The charge thus determined shall be expressed as a four decimal number per one thousand (1,000) gallons of water sold.

BE IT FURTHER ORDAINED that the sewer user charge shall automatically be adjusted on January 1 of each year through the year 2014 in accordance with the following schedule:

January 1, 2011	Fixed Charge + \$1.82/1,000 gallons + Energy Adjustment Charge
January 1, 2012	Fixed Charge + \$2.18/1,000 gallons + Energy Adjustment Charge
January 1, 2013	Fixed Charge + \$2.23/1,000 gallons + Energy Adjustment Charge
January 1, 2014	Fixed Charge + \$2.28/1,000 gallons + Energy Adjustment Charge

SECTION II

BE IT ORDAINED, that Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby amends Section 23-32(e) and 23-32(g) of the Parish Code of Terrebonne Parish, Louisiana, relative to Septage Collection, Transportation and Disposal, as follows:

Section 23-32. Septage Collection, Transportation and Disposal

(e) A septage hauler manifest system is hereby established to comply with requirements of LAC 33:1x2313. Each permitted waste hauler shall complete a sewage sludge manifest form for each load picked up. A copy of the completed, signed and dated manifest form shall be submitted to the wastewater operator, upon discharge of wastes into the treatment system. A form will be provided with issuance of approved permit.

(g) The licensee will be billed for services monthly at a rate of three (0.03) cents per gallon of septage and shall be billed at the load rated capacity of the vehicle for each load of septage hauled to and disposed at the Parish's authorized disposal facility.

SECTION III

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

SECTION IV

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

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

THERE WAS RECORDED:


YEAS: A. Tillman, A. Williams, B. Hebert, J. Pizzolatto, K. Voisin, C. Voisin, J. Cehan, and P. Lambert.

NAYS: T. Cavalier.

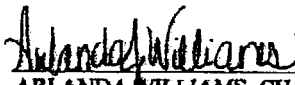
ABSTAINING: None.

ABSENT: None.

The Chairwoman declared the ordinance adopted on this, the 26th day of May, 2010.




PAUL A. LABAT, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



ARLANDA WILLIAMS, CHAIRWOMAN
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

5-27-10 2:30 PM PR

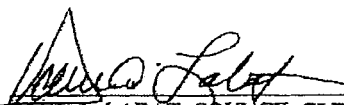

Approved _____ Vetoed
Michel H. Claudet, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

5-28-10 3:00 PM LR

I, PAUL A. LABAT, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on May 26, 2010, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 28th
DAY OF May, 2010.



PAUL A. LABAT, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

PART 9: SUBJECTIVE EVALUATION

A. Collection System Maintenance

- i. Describe what sewer system maintenance work has been done in the last year.

Jet washing & vacuum debris removal, smoke & dye testing and internal video inspection of manholes, gravity mains and service laterals with repair, slip lining installation or replacement as needed. Force main repair, replacement & relocation. Blockage removal from gravity mains & service laterals. Cut grass & maintain servitude.

- ii. Describe what lift station work has been done in the last year.

Continuous monitoring with telemetry of 95% of total lift stations. Pump maintenance, repair, rebuilding & upgrade. Grounds maintenance, valve exercising, building maintenance, alternating pump control installation, etc.

- iii. What collection system improvements does the community have under construction for the next 5 years?

Expansion of public sewers into unsewered areas, continued identification of I/I sources, expansion of GIS and Telemetry systems, chemical control program for odor/corrosion & root infiltration & replacement of defective mains & service laterals. CIPP gravity main rehabilitation. Manhole & wetwell rehabilitation. Major renovations of 2 major holding basins.

B. If you have ponds please answer the following questions:

✓ Check one box.

- i. Do you have duckweed buildup in the ponds?

☐ Yes ☒ No

ii.

- iii. Do you mow the dikes regularly (at least monthly), to the waters edge?

☒ Yes ☐ No

iii.

- iv. Do you have bushes or trees growing on the dikes or in the ponds?

☐ Yes ☒ No

iv.

- v. Do you have excess sludge buildup (> 1 foot) on the bottom of any of your ponds?

☒ Yes ☐ No

- v. Do you exercise all of your valves?

☒ Yes ☐ No

- vi. Are your control manholes in good structural shape?

☒ Yes ☐ No

- vii. Do you maintain at least 3 feet of freeboard in all of your ponds?

☒ Yes ☐ No

- viii. Do you visit your pond system at least weekly?

☒ Yes ☐ No

Permit #: LA0040274

C. Treatment Plants

- i. Have the influent and effluent flow meters been calibrated in the last year?

☒ Yes ☐ No (✓ Check one box.)

03/04/2021
Influent flow meter calibration date(s)

03/04/2021
Effluent flow meter calibration date(s)

- ii. What problems, if any, have been experienced over the last year that have threatened treatment?

Heavy rainfall and Inflow and Infiltration causing short circuiting in pond system.

- iii. Is your community presently involved in formal planning for treatment facility upgrade?

✓ Check one box. ☒ Yes ☐ No *If Yes, Please describe:*

Terrebonne Parish Consolidated Government has budgeted in 2022 to upgrade the disinfection system to Ultraviolet to eliminate the need for Chlorine and Sulfur Dioxide and to be able to disinfect both outfalls.

Permit #: LA0040274

D. Preventive Maintenance

- i. Does your plant have a written plan for preventive maintenance on major equipment items?

√ Check one box.

☒

Yes

☐

No

If Yes, Please describe:

We presently have Standard Operational Procedures (SOP); Technical Instruction/Information (TI) and Preventive Maintenance Plan (PMP) in accordance with manufacturer's recommendations.

- ii. Does this preventive maintenance program depict frequency of intervals, types of lubrication and other preventive maintenance tasks necessary for each piece of equipment?

☒

Yes

☐

No

- iii. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assured properly?

☒

Yes

☐

No

E. Sewer Use Ordinance

- i. Does your community have a sewer use ordinance that limits or prohibits the discharge of excessive conventional pollutants (BOD, TSS or pH) or toxic substances to the sewer system from industries, commercial users and residences?

√ Check one box.

☒

Yes

☐

No

If Yes, Please describe:

Section 23-27 of the Terrebonne Parish Code. (Copy Attached)

- ii. Has it been necessary to enforce?

√ Check one box.

☐

Yes

☒

No

If Yes, Please describe:

N/A

- iii. Any additional comments about your treatment plant or collection system? (Attach additional sheets if necessary.)

N/A

Sec. 23-27. - Use of public sewers.

- (a) *Unpolluted water—Where prohibited.* It is unlawful for any person to discharge or cause to be discharged any stormwater, surface water, or unpolluted industrial process water to any sanitary sewer.
- (b) *Same—Where discharged.* Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the parish government. Industrial cooling water or unpolluted process water may be discharged, upon approval of the parish government, to a storm sewer or natural outlet, with the approval of the state department of natural resources, office of environmental affairs, or other agencies of competent jurisdiction.
- (c) *Prohibited discharges—Described.* No person shall discharge or cause to be discharged objectionable items or any of the following described waters or wastes to any public sewers:
 - (1) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 - (2) Any wastes or waters containing toxic or poisonous solids by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or cause any hazard in the receiving water of the sewage treatment plant, including but not limited to cyanides in excess 1.0 mg/l as CN in the wastes as discharged to the public sewer.
 - (3) Any waters or wastes having a pH lower than five (5.0) or higher than nine (9.0), or having other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
 - (4) Solid or viscous substances in quantities or of size capable of causing obstruction to the flow in the sewer, or other interference with the proper operation of the sewage works such as but not limited to ashes, cinder, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair, fleshings and entrails ground by garbage grinders.
 - (5) Any liquid or vapor having a temperature higher than one hundred twenty-five (125) degrees Fahrenheit (fifty-two (52) degrees Celsius).
 - (6)

Any waters or wastes containing fats, waste, grease, or oils, whether emulsified or not, in excess of fifty (50) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred twenty-five (125) degrees Fahrenheit (zero to fifty-two (52) degrees Celsius).

- (7) Any garbage that has not been properly shredded.
- (8) Any waters or wastes containing strong acid, iron, pickling wastes, or concentrated plating solutions if not neutralized.
- (9) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances, or wastes exerting an excessive chlorine requirement, to such degree that such material received in the composite sewage at the sewage treatment works exceeds the limits established by the parish government for such materials.
- (10) Any waters or wastes containing phenols or other waste- or odor-producing substances, in such concentrations exceeding limits which may be established by the parish government as necessary, after treatment of the composite sewage, to meet the requirements of the health department or the Environmental Protection Agency.
- (11) Any radioactive wastes or isotopes.
- (12) Materials which exert or cause:
 - a. Unusual concentrations or inert suspended solids (such as, but not limited to, fuller's earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - c. Unusual biochemical oxygen demand, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
 - d. Unusual volume of flow concentration or wastes constituting "slugs" as defined in this article.
- (13) Waters or wastes containing substances which are not amenable to treatment or reduction by the treatment process, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of the health department, or the environmental protection agency.

(14) Discharge of objectionable items in excess of the quantities listed as follows and discharge of prohibited material are prohibited:

- a. Objectionable items shall include, but not be limited to, waters or wastes containing any of the following concentrations in excess of the quantities shown:

Copper	1 mg/l
Lead	0.1 mg/l
Boron	1.0 mg/l
Arsenic	0.05 mg/l
Chromium	2.0 mg/l
Tin	1.0 mg/l
Barium	5.0 mg/l
Manganese	1.0 mg/l
Nickel	1.0 mg/l
Zinc	5.0 mg/l

- b. Prohibited heavy metal and toxic material shall include but not be limited to the following materials:

Antimony	Strontium
Beryllium	Tellurium
Bismuth	Herbicides

Cobalt	Fungicides
Molybdenum	Pesticides
Rhenium	Uranyllion

- c. Maximum limits for discharge of heavy metals shall include but not be limited to the following materials:

Cadmium	0.02 mg/l
Mercury	0.005 mg/l
Selenium	0.02 mg/l
Silver	0.1 mg/l

- (d) *Same—Power of parish.* In the event of discharge of prohibited material as listed above or discharge to the public sewers, which waters contain the substances or possess the characteristics enumerated in subsection (c), and which in the judgment of the parish government may have a deleterious effect upon the sewerage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life, or constitute a public nuisance, the parish government may, subject to the limitations of paragraph (c)(14):

- (1) Reject the waste;
- (2) Require pretreatment to an acceptable condition for discharge to the public sewers;
- (3) Require control over the quantities and rates of discharge; and/or
- (4) Require payment to cover the added cost of handling and treatment of the wastes not covered by existing taxes and user charges under the provisions of this article.

If the parish government permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to this review and approval and to the requirements of all applicable codes, ordinances and laws. The owner shall obtain an industrial waste permit.

- (e) *Interceptors—Required.* Grease, oil and sand interceptors shall be provided when in the opinion of the parish government they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors may not be required for private single-family dwellings. All interceptors shall be of a type and capacity approved by the parish government and shall be located so as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious material capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, properly vented, watertight and equipped with easily removable covers which when bolted in place shall be watertight and gastight.
- (f) *Same—Maintenance.* All grease, oil and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.
- (g) *Treatment facilities for sewage.* Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, these facilities shall be maintained continuously in satisfactory and effective operation by the owner at his expense. Should such pretreatment or equalizing facilities fail, the owner shall immediately notify the parish government of the failure.
- (h) *Control manhole.* When required by the parish government, the owner of any property serviced by a building sewer carrying industrial waste shall install a suitable control manhole or other acceptable facility, together with such necessary meter, sampling equipment, and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole or facility and equipment shall be accessible and safely located, and shall be constructed in accordance with plans approved by the parish government. The manhole or facility shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times. The parish government shall have a right of access to the control manhole of the facility at all times. The control manhole shall have the capability to stop all flows of wastes into the public sewer system.
- (i)

Tests. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this article shall be determined in accordance with the latest edition of Standard Methods and shall be determined at the control manhole provided, or upon suitable samples taken at the control manhole or facility. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the existence of hazards to life, limb and property. The particular analysis involved shall determine whether a grab sample or samples should be taken. Normally, B.O.D. and suspended solids and analysis are obtained from twenty-four-hour composites whereas pH's are determined from periodic grab samples. The parish government shall determine the frequency and the specific tests required.

- (j) *When pretreatment required.* Pretreatment is required prior to the discharge into the public sewers of any waters or wastes having any or all of the following characteristics:
 - (1) A five-day biochemical oxygen demand greater than two hundred (200) parts per million (1,000,000) by weight;
 - (2) More than two hundred (200) parts per million (1,000,000) by weight of suspended solids;
 - (3) Any quantity of substances having the characteristics described in subsection (c); or
 - (4) An average daily flow greater than two-tenths percent of the average daily sewage flow of the parish government.
- (k) *Result of pretreatment.* Any person desiring to discharge any of the water or waste described herein into the public sewers shall provide at his own expense such preliminary treatment as may be necessary to:
 - (1) Reduce the biochemical oxygen demand to less than two hundred (200) parts per million (1,000,000) and the suspended solids to less than two hundred (200) parts per million (1,000,000) by weight;
 - (2) Reduce the objectionable characteristics or constituents to within the maximum limits provided for in subsection (c); or
 - (3) Control the quantities and rates of discharge of such waters or wastes.

Plans and specifications or other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the parish government and the health department and no construction of such facilities shall be commenced until such approvals are obtained by official notice.

- (l) *Permit application.* Within three (3) months after the passage of Ordinance No. 2363, all users of the sewage system who discharge industrial wastes into the public sewers shall file with the parish government an industrial waste permit application which shall furnish pertinent data, inclusive of quantity flow, and an analysis of the water discharged into the sewage works. Similarly, any persons desiring to make a new connection to the sewage works for the purposes of discharging industrial wastes into public sewage shall fill in and file with the parish government an industrial waste permit application which shall furnish pertinent data inclusive of quantity flow and an analysis of the industrial waste to be discharged into the sewage works. The data furnished shall be subject to the review of the state department of health and hospitals, office of public health. An industrial waste permit shall be required.
- (m) *Special agreements.* No statement contained in this section shall be construed as preventing any special agreement or arrangement between the parish government and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the parish government subject to payment therefore by the industrial concern. Section 23-30 provides the basic method and rate structure for computation of industrial waste service charge.
- (n) *New connections.* New connections shall be properly designed and constructed in such a manner that sources of inflow will be prevented from entering the sewer system.
- (o) *Approval by state.* Any significant proposed industrial waste discharged into the parish government public sewer shall be reported to and approved by the state department of health and hospitals, office of public health.
- (p) *Dilution of discharge.* No user shall in any way dilute a discharge as a partial or complete substitute for adequate treatment or pretreatment to achieve compliance with the limitations contained in this section.
- (q) *Accidental discharges.* Each user shall provide safeguards against accidental discharges of prohibited materials or other substances regulated by this article. Should an accidental discharge occur, the user shall immediately notify the parish government of

the location, nature and volume of the discharge. The user shall be liable for all damages caused by any accidental discharge, including fines, civil penalties, or other liability which may be imposed by this article or other applicable laws.

(Parish Code 1979, § 19-226)

State Law reference— Louisiana Environmental Quality Act, R.S. 30:1051 et seq.

Permit #: LA0040274

POINT CALCULATION TABLE

	Actual Values	Maximum
Part 1: <i>Influent Flow/Loadings</i>	<u>0</u>	80 points
Part 2: <i>Effluent Quality / Plant Performance</i>	<u>0</u>	100 points
Part 3: <i>Age of WWTF</i>	<u>2</u>	50 points
Part 4: <i>Overflows and Bypasses</i>	<u>10</u>	100 points
Part 5: <i>Ultimate Disposition of Sludge</i>	<u>70</u>	100 points
Part 6: <i>New Development</i>	<u>0</u>	30 points
Part 7: <i>Operator Certification Training</i>	<u>0</u>	100 points

TOTAL POINTS:

82

Category Number:
Item Number: 6.



Monday, September 12, 2022

Item Title:

Civic Center Sidewalk CO2

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 2 for the Construction Agreement for State Project No. 012338, Civic Center Sidewalks.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/1/2022	Executive Summary
Resolution	9/1/2022	Resolution
Backup	9/1/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
H.012338	Civic Center Sidewalks

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of sidewalks along Civic Center Boulevard

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Change Order No. 2 balances quantities to actual ones installed.

TOTAL EXPENDITURE	
(-\$7,202.30)	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
ACTUAL	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
YES	IF YES AMOUNT BUDGETED:
	\$317,784.40

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

Joan E. Schexnayder

08/29/2022

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 2 for the Construction Agreement for State Project No. 012338, Civic Center Sidewalks, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government awarded the construction of State Project No. 012338, Civic Center Sidewalks to Gray Construction Corp., Terrebonne Parish, Louisiana, and

WHEREAS, this change order balances quantities to actual ones installed, and

WHEREAS, this change order will decrease the overall contract price by Seven Thousand Two Hundred Two Dollars and Thirty Cents (\$7,202.30), and

WHEREAS, Change Order No. 2 had been recommended by the Engineer, Meyer Engineers, Ltd., for this project.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 2 to the construction agreement with Gray Construction Corp. for State Project No. 012338, Civic Center Sidewalks, Terrebonne Parish, Louisiana, for an decrease to the contract amount in the amount of Seven Thousand Two Hundred Two Dollars and Thirty Cents (\$7,202.30) to the contract, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to Engineer, Meyer Engineers, Ltd.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

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

* * * * *

I, Tammy Triggs, Council Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2022, at which meeting a quorum was present.

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

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

CHANGE ORDER

No. 2

PROJECT: Civic Center Sidewalks

DATE OF ISSUANCE:

OWNER:

Terrebonne Parish Consolidated Government

OWNER'S Project No. H.012338

CONTRACTOR:

Gray Construction Company

ENGINEER: Meyer Engineers Ltd

CONTRACT FOR:

State Project H.012338

ENGINEER's Project No. 20-2145

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

Description: Reduce contract value by \$7,202.30 to coincide with DOTD Change Order #2

Purpose of Change Order: Reconcile final pay quantities

Attachments: (List documents supporting change)

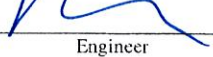
DOTD electronically approved Change Order #2

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>168,542.07</u>	Original Contract Time \$ <u>60 Working Days</u> days or date
Previous Change Orders No. <u>0</u> to No. <u>1</u> \$ <u>500.00</u>	Net change from previous Change Order \$ <u>0 Working Days</u> days
Contract Price prior to this Change Order \$ <u>169,042.07</u>	Contract Time Prior to this Change Order \$ <u>60 Working Days</u> days or date
Net Increase (decrease) of this Change Order \$ <u>(7,202.30)</u>	Net Increase (decrease) of this Change Order \$ <u>0 Working Days</u> days
Contract Price with all approved Change Orders \$ <u>161,839.77</u>	Contract Time with all approved Change Order \$ <u>60 Working Days</u> days or date

RECOMMENDED:

APPROVED:

APPROVED:

by 
Engineer

by _____
Owner

by 
Contractor

SMGR0005

Louisiana Department of Transportation and Development Change Order Report		NO.	002
		Date:	02/26/2022
S.P. NO.	H.012338.6	F.A.P. NO.	H012338
Name:	CIVIC CENTER SIDEWALKS	Primary Parish:	Terrebonne
		Category 3 / 8A	

Project Description:

State Project No. H.012338.6, Civic Center Sidewalks, Terrebonne Parish.

The project is located on Civic Center Blvd. from its junction with Library Dr. to west of its junction with Barrow St.

The project consists of Clearing and Grubbing, Sidewalks and related work.

This \$168,542.07 contract was awarded to Gray Construction Corporation on August 13, 2020.

Explanation and Justification:

The purpose of this change order is to reconcile final contract quantities

Cost:

The total cost of this change order results in a net decrease of \$7,202.30.

Specifications:

It is not the intent of this change to alter the contract specifications governing this contract.

Time:

It is not the intent of this change order to alter the contract time governing this contract.

Attachments:

Attached and made part of this change is:

ATTACHMENT NO. 1:

Category Worksheet and Reason Code

Attachment NO. 2:

Signed DOTD Change Order

Project Number H.012338.6

202-02-06100 Line Item 0003 = 202-02-06100 Removal of Concrete Walks and Drives**Funding Category 0001:**

Decrease by 20.3 SQYD or -9.67%.

Final payment quantity based on actual field measurements compared to estimated plan quantity.

202-02-06140 Line Item 0004 = 202-02-06140 Removal of Curbs (Concrete)**Funding Category 0001:**

Decrease by 38 LNFT or -12.14%.

Final payment quantity based on actual field measurements compared to estimated plan quantity.

Some concrete curb shown on plans to be removed were found in good condition and deemed not needed to be removed.

202-03-38000 Line Item 0005 = 202-03-38000 Relocation of Sign Traffic Signs**Funding Category 0001:**

Decrease by 3 EACH or -75.00%.

Line Item 0005 Relocation of Traffic Signs.

Three of the traffic signs did not conflict with any of the work and were found not to be in need of relocating.

204-06-00100 Line Item 0007 = 204-06-00100 Temporary Silt Fencing**Funding Category 0001:**

Decrease by 3020 LNFT to zero or -100%.

Entire project limit was predominantly flat indicating no concern of erosion negating the need for silt fencing.

Most of the work was concrete flat work. As a result silt fencing was noted needed.

706-01-00100 Line Item 0008 = 706-01-00100 Concrete Walk (4" Thick)**Funding Category 0001:**

Increase by 47.5 SQYD or 2.90%.

Final payment quantity based on actual field measurements compared to estimated plan quantity.

706-02-00200 Line Item 0009 = 706-02-00200 Concrete Drive (6" Thick)**Funding Category 0001:**

Decrease by 7.9 SQYD or -3.76%.

Final payment quantity based on actual field measurements compared to estimated plan quantity.

732-01-02080 Line Item 0013 = 732-01-02080 Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil**Funding Category 0001:**

Decrease by 24.4 LNFT or -31.69%.

Final payment quantity based on actual field measurements compared to estimated plan quantity.

732-05-00100 Line Item 0014 = 732-05-00100 Removal of Existing Markings**Funding Category 0001:**

Decrease by 0.008 MILE or -53.33%.

Some existing markings were deemed in good standing and was determined not in need for removal

Lengths of existing markings were found to be less than originally estimated. Final quantities based on actual field measurements.

NS-600-00220 Line Item 0017 = NS-600-00220 Saw Cutting Portland Cement Concrete Pavement**Funding Category 0001:**

Decrease by 804.5 INLF or -41.38%.

At most locations requiring removal and locations of drives or sidewalks, removal was performed at nearest joint negating the need for much of the estimated saw cutting item.

Many of the driveways where saw cutting was anticipated was found best removed to nearest joint precluding the need for saw cutting.

The Project Engineer, verified by his approval of this change order, has confirmed and documented either in the project files or within this change order, that the pricing of items are priced per specification section 109.04, and any extension of contract time meets the requirements of specifications section 108.07. It is mutually agreed by the parties represented to perform and accept the above revisions in accordance with the original contract and applicable specification, and that this change order represents final adjustments for any and all compensation and time due to the Contractor for changes to the project's work referred to herein.

Item No.	Item	Major Item	Price per Unit	Change		Current Quantity	Revised Quantity	% Change
Proj. / Line Item No.		% of Cont.		Quantity	Amount			
202-02-06100	Removal of Concrete Walks and Drives	No	\$31.10	-20.300	-\$631.33	210.000	189.700	-9.67%
H.012338.6 / 0003		3.50%	SQYD					
202-02-06140	Removal of Curbs (Concrete)	No	\$17.00	-38.000	-\$646.00	313.000	275.000	-12.14%
H.012338.6 / 0004		2.77%	LNFT					
202-03-38000	Relocation of Sign Traffic Signs	No	\$500.00	-3.000	\$1,500.00	4.000	1.000	-75.00%
H.012338.6 / 0005		0.30%	EACH					
204-06-00100	Temporary Silt Fencing	No	\$1.50	3020.000	\$4,530.00	3020.000	0.000	100.00%
H.012338.6 / 0007		0.00%	LNFT					
706-01-00100	Concrete Walk (4" Thick)	Yes	\$49.50	47.500	\$2,351.25	1636.900	1684.400	2.90%
H.012338.6 / 0008		49.47%	SQYD					
706-02-00200	Concrete Drive (6" Thick)	No	\$68.10	-7.900	-\$537.99	210.200	202.300	-3.76%
H.012338.6 / 0009		8.17%	SQYD					
732-01-02080	Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil	No	\$21.00	-24.400	-\$512.40	77.000	52.600	-31.69%
H.012338.6 / 0013		0.66%	LNFT					
732-05-00100	Removal of Existing Markings	No	\$64000.00	-0.008	-\$512.00	0.015	0.007	-53.33%
H.012338.6 / 0014		0.27%	MILE					
NS-600-00220	Saw Cutting Portland Cement Concrete Pavement	No	\$0.85	-804.500	-\$683.83	1944.000	1139.500	-41.38%
H.012338.6 / 0017		0.57%	INLF					
Additional Contract		Change in Amount of Contract: -						

Days Requested None		\$7,202.30
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Requested By:

Recommended By:

Oustalet, Randy
 Resident Engineer

Date: _____

District Administrator

Date: _____

Accepted By:

TERREBONNE PARISH CONSOLIDATED
 GOVT

Date: _____

Date: _____

Contractor

DOTD Chief Const. Engineer

By: _____

Approved:

 Chief Engineer

Date: _____

State Project No. H.012338.6

Plan Change #002

Approved

02174074731

06/23/2022

Original Contract Cost: \$168,542.07

Total Approved Change Order to date: -\$6,702.30

% of Total Approved Cost: 3.977%

Order	Group	Approver	Date	Action	Comments
1	PE- Project Engineer Group	Oustalet, Randy	06/23/2022	Approve	
2	PE- Project Engineer Group	Oncale, Jacob	07/14/2022	Approve	
3	Area Engineers	Rogers, Chris	07/15/2022	Approve	

Category Number:
Item Number: 7.



Monday, September 12, 2022

Item Title:

Change Order No. 5 for Le Petit Theatre de Terrebonne Renovations

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 5 for the Construction Agreement for Parish Project No. 15-BLDG-62, FP&C No. 50-J55-14-01, Le Petit Theatre de Terrebonne, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/6/2022	Executive Summary
Resolution	9/6/2022	Resolution
Backup Material	9/6/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

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

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

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Change Order No. 5 is required to adjust contract price due to additional structural supports for the lighting. This Change Order No. 5 will not increase Contract Time.

TOTAL EXPENDITURE		
Increase of \$6,922.60		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$1,762,153.34

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

Jeanne P. Bray

9/6/2022

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 5 for the Construction Agreement for Parish Project No. 15-BLDG-62, FP&C No. 50-J55-14-01, Le Petit Theatre de Terrebonne Renovations, Terrebonne Parish, Louisiana.

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

WHEREAS, it is necessary to adjust contract price to cover additional structural supports for theatrical lighting, and

WHEREAS, this change order will increase the overall contract price by Six Thousand, Nine Hundred Twenty-Two Dollars and Sixty Cents (\$6,922.60), and

WHEREAS, this change order will not increase Contract Time, and

WHEREAS, this Change Order No. 5 has been recommended by the Architect, Duplantis Design Group, PC, for this project, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove or his designee of Change Order No. 5 to the construction agreement with Justin J. Reeves, LLC for Parish Project No. 15-BLDG-62, FP&C No. 50-J55-14-01, Le Petit Theatre de Terrebonne Renovations, Terrebonne Parish, Louisiana, for an increase to the contract amount in the amount of Six Thousand, Nine Hundred Twenty-Two Dollars and Sixty Cents (\$6,922.60), with no increase in construction time.

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

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

* * * * *

I, Tammy E. Triggs, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2022, at which meeting a quorum was present.

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

TAMMY E. TRIGGS, CLERK
TERREBONNE PARISH COUNCIL



September 1, 2022

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

Renovations to:
Le Petit Theatre De Terrebonne

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

Dear Ms. Madeleine:

Please allow this letter to serve as our recommendation for Change Order #05. Justin J. Reeves, LLC has submitted documentation for a proposed change order for additional structural supports for the theatrical lighting.

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

Sincerely,

Grant Waggenpack
Project manager
Duplantis Design Group, PC

CHANGE ORDER

No. 5

PROJECT: Renovations to Le Petit Theatre

DATE OF ISSUANCE: September 1, 2022

OWNER:

Terrebonne Parish Consolidated Government

OWNER'S Project No. 15-BLDG-62

CONTRACTOR:

Justin J. Reeves, LLC

ENGINEER: Duplantis Design Group, PC

CONTRACT FOR:

Renovations

ENGINEER's Project No. 16-144

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

Description:

Contract price change due to additional structural supports for the theatrical lighting.

Purpose of Change Order:

Change in Contract Price

Attachments: (List documents supporting change)

PCO 7

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>1,636,754.00</u>	Original Contract Time \$ <u>240</u> days or date
Previous Change Orders No. <u>1</u> to No. <u>4</u> \$ <u>118,476.74</u>	Net change from previous Change Order \$ <u>221</u> days
Contract Price prior to this Change Order \$ <u>1,755,230.74</u>	Contract Time Prior to this Change Order \$ <u>461</u> days or date
Net Increase (decrease) of this Change Order \$ <u>6,922.60</u>	Net Increase (decrease) of this Change Order \$ <u>0</u> days
Contract Price with all approved Change Orders \$ <u>1,762,153.34</u>	Contract Time with all approved Change Order \$ <u>461</u> days or date

RECOMMENDED:

APPROVED:

APPROVED:

by 
Engineer

by _____
Owner

by 
Contractor



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

August 15th, 2022

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

RE: Change Order Proposal – Roofing Rafters Reinforcement and Attic Walls from Ceiling to Roof Rafters – Le Petit Theatre de Terrebonne

Mr. Waggenpack,

Justin J. Reeves, LLC has reviewed the scope of work to provide additional roof rafters to support the load of the theatrical lighting and to build walls in the attic in the four 2' x 2' openings in the ceiling for the theatrical lighting cable management system.

Upon site investigation and understanding of this request, we propose to complete the above scope of work for \$6,922.60.

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

Sincerely,

Brad Hymel
Project Manager

Attachments (1) – Backup Documentation

RECAP

Job Name: LePetit CO#7 - Attic Work for Theatrical Lighting Rigging

Division	Description	Material	Labor	Subcontract	Equipment	Other	Total	Check
	100 GENERAL REQUIREMENTS	\$ -	\$ 810	\$ -	\$ -	\$ -	\$ 810	GOOD
	200 SITE WORK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	300 CONCRETE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	400 MASONRY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	500 METALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	600 CARPENTRY	\$ 1,719	\$ 3,240	\$ -	\$ -	\$ -	\$ 4,959	GOOD
	700 THERMAL & MOISTURE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	800 DOORS & WINDOWS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	900 FINISHES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	1000 SPECIALTIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	1100 SPECIAL EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	1200 FURNISHINGS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	1300 SPECIAL CONSTRUCTION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	1400 CONVEYING SYSTEMS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	2100 FIRE SUPPRESSION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	2200 PLUMBING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	2300 HVAC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	2600 ELECTRICAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	2700 COMMUNICATIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	2800 ELECTRONIC SAFETY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	3100 EARTHWORK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	3200 EXTERIOR IMPROVEMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	3300 UTILITIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	3500 MARINE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	4000 PROCESS INTERCONNECTIC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	4100 MATERIAL HANDLING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD
	4300 PUMPS/TANKS/PROCESS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	GOOD

Totals \$ 1,719 \$ 4,050 \$ - \$ - \$ - \$ 5,769

Tax Rate	9.90%
Burden Rate	35.00%
OH Markup	10.00%
Profit Markup	10.00%
GL Insurance	

Cost	\$ 5,768.84
OH Markup	\$ 577
Profit Markup	\$ 577
GL Ins	
Subtotal	\$ 6,923
Bond	
TOTAL	\$ 6,922.60

DIVISION 6 - Wood, Plastics, Composites				Total		Check																
				\$ 4,958.84		GOOD																
Code	Description	QTY	Unit	Cost	Material	QTY2	Unit3	Cost4	Labor	QTY5	Unit6	Cost7	Sub	QTY8	Unit9	Cost10	Equip	QTY11	Unit12	Cost13	Other	Totals
60000	WOODS, PLASTICS, AND COMPOSITE				\$ -				\$ -				\$ -				\$ -				\$ -	\$ -
61000	Rough Carpentry, Wood Framing, Blocking				\$ -				\$ -				\$ -				\$ -				\$ -	\$ -
61063	Exterior Rough Carpentry				\$ -				\$ -				\$ -				\$ -				\$ -	\$ -
61643	Gypsum Sheeting				\$ -				\$ -				\$ -				\$ -				\$ -	\$ -
61650	Gypsum Board & Metal Framing Assemblies				\$ -				\$ -				\$ -				\$ -				\$ -	\$ -
62023	Interior Finish Carpentry				\$ -				\$ -				\$ -				\$ -				\$ -	\$ -
64000	Cabinets, Millwork, and Countertops				\$ -				\$ -				\$ -				\$ -				\$ -	\$ -
65000	Framing				\$ -				\$ -				\$ -				\$ -				\$ -	\$ -
ADD ADDITIONS BELOW					\$ -				\$ -				\$ -				\$ -				\$ -	\$ -
	2x10x8	32	ea	8	\$ 281.34				\$ -				\$ -				\$ -				\$ -	\$ 281.34
	2x10x10	48	ea	11	\$ 580.27				\$ -				\$ -				\$ -				\$ -	\$ 580.27
	Fastners	1	LS	200	\$ 219.80				\$ -				\$ -				\$ -				\$ -	\$ 219.80
	2x4x12	4	ea	13	\$ 57.15				\$ -				\$ -				\$ -				\$ -	\$ 57.15
	4x8 sheet plywood	16	ea	33	\$ 580.27				\$ -				\$ -				\$ -				\$ -	\$ 580.27
	Manpower - 2 men x 40 hrs				\$ -	80	hrs	30	\$ 3,240.00				\$ -				\$ -				\$ -	\$ 3,240.00
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Category Number:
Item Number: 8.



Monday, September 12, 2022

Item Title:

Amendment for Bayou Lacarpe

Item Summary:

RESOLUTION: Approving Amendment No. 1 to the Engineering Agreement for Parish Project No. 21-DRA-11, Bayou LaCarpe Watershed Project, Location C (Popeyes Pump Station), Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/7/2022	Executive Summary
Resolution	9/7/2022	Resolution
Backup	9/7/2022	Backup Material
Backup	9/7/2022	Backup Material



EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
21-DRA-11	Bayou LaCarpe Watershed Project, Phase C (Popeyes Pump Station)

PROJECT SUMMARY (200 WORDS OR LESS)
To provide engineering services for the Bayou LaCarpe Watershed Project, Phase C (Popeyes Pump Station) Project.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this amendment is to continue with design services for the pump station

TOTAL EXPENDITURE		
\$60,000.00		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
ACTUAL		ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		3,300,000.00

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

Jeanne P. Bray

9/6/2022

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. **21-DRA-11, Bayou LaCarpe Watershed Project, Location C (Popeyes Pump Station)**, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering agreement with GIS Engineering, L.L.C. dated May 3, 2021, recordation number 1625937, for the Bayou LaCarpe Watershed Project, Phase C (Popeyes Pump Station) identified as Parish Project 21-DRA-11, and

WHEREAS, the Terrebonne Parish Consolidated Government is desirous of continuing design for this project, and

WHEREAS, GIS Engineering, LLC. has had to move the proposed pump station location several times due to landowner issues, and

WHEREAS, the owner has requested adding VFD’s to the pump which required additional design including HVAC controlled temperature to house the additional equipment, and

WHEREAS, the limitation of cost for Basic and Additional Services needs to be increased for these additional design efforts, and

WHEREAS, this above work will increase the basic services section of the contract by \$45,000.00 and the additional services section by \$15,000.00.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 1 to the Engineering Agreement for an increase of \$45,000.00 in Basic Services and \$15,000.00 in additional services, and authorizes Parish President Gordon E. Dove, or his designee, to execute this Amendment No. 1 to the Engineering Agreement for the Bayou LaCarpe Watershed Project, Phase C (Popeyes Pump Station) identified as Parish Project 21-DRA-11 with GIS Engineering, LLC, and

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

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

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

I, Tammy Triggs, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2022, at which meeting a quorum was present.

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

Tammy Triggs,
CLERK TERREBONNE PARISH COUNCIL

**AMENDMENT NO. 1
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 1 hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 2022.

BY AND BETWEEN:

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

GIS ENGINEERING, LLC, represented herein by Oneil P. Malbrough, duly authorized Sr. Vice President (hereafter sometimes referred to as "ENGINEER"):

is a revision pursuant to Section 5.1.1 (Basic Services) and 5.1.2 (Additional Services); to the ENGINEERING AGREEMENT dated May 3, 2021, for professional engineering services between the OWNER and ENGINEER.

WITNESSED

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an Engineering Agreement with GIS Engineering, LLC dated May 3, 2021 entitled **Bayou LaCarpe Watershed Project, Location C (Popeyes Pump Station), TPCG Project No. 21-DRA-11**, and

WHEREAS, the Terrebonne Parish Consolidated Government is desirous of continuing design for this project, and

WHEREAS, GIS Engineering, LLC has had to move the proposed pump station location several times due to landowner issues, and

WHEREAS, the owner has requested adding VFD's to the pump which requires additional design including HVAC controlled temperature to house the additional equipment, and

WHEREAS, the limitation of cost for Basic and Additional Services needs to be increased for these additional design efforts, and

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

Amend Section 5, Paragraph 5.1.2.1 to read as follows:

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

Lump Sum of \$531,400.00

Amend Section 5, Paragraph 5.1.2.1 to read as follows:

- 5.1.2.1 General. For Additional Services rendered under Paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by Paragraph 2.1.7 and services as a consultant or witness under 2.1.16), on the basis of Exhibit "D", Current Rate Schedule – January 2021. At this time, the following additional services are anticipated, and the Estimated Costs shown below are recommended for budgetary considerations:

5.1.2.2

ADDITIONAL SERVICES

	<u>Original Cost</u>	<u>Additional Cost</u>	<u>Total Cost</u>
2.1.1 Permitting	\$40,000.00	\$10,000.00	\$50,000.00
2.1.2 DOTD Permitting	\$10,000.00	\$5,000.00	\$15,000.00
2.1.9 Engineering Surveys	\$20,000.00	\$0.00	\$20,000.00
2.1.12 As-Builts	\$10,000.00	\$0.00	\$10,000.00
2.1.14 O&M Manuals	\$15,000.00	\$0.00	\$15,000.00
2.1.17 Landowner Meetings	<u>\$10,000.00</u>	<u>\$0.00</u>	<u>\$10,000.00</u>
Total Services	\$105,000.00	\$15,000.00	\$120,000.00

Section 5, Paragraph 5.1.3 reads as follows:

5.1.2.2 Special Consultants. For services and reimbursable expenses incurred for coordination of special consultants employed by ENGINEER pursuant to Paragraph 2.1.1 or 2.1.17, on the basis of Exhibit "D". Services and reimbursable expenses of special consultants will be approved by ENGINEER, but shall be paid directly by OWNER. At this time, the following special consultants are anticipated, and the Limitation of Costs shown below are recommended for budgetary considerations: **Geotechnical \$45,250.00**

Section 5, Paragraph 5.1.2.4 reads as follows:

5.1.2.4 Resident Project Services. For resident services during construction furnished under Paragraph 2.2.1, on the basis of Exhibit "D" for services rendered by principals and employees assigned to field offices in connection with resident project representation with a Limitation of Cost: **\$208,250.00**

Section 5, Paragraph 5.1.3 reads as follows:

5.1.3 For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services with a Limitation of Cost of **\$27,400.00**.

Amend Section 5, Paragraph 5.1.5 to read as follows:

5.1.5 The estimated cost of Paragraphs 5.1.2, 5.1.3, and 5.1.4, shall have a combined Limitations of Cost in the amount of **\$400,900.00**, which shall not be exceeded without the issuance of a formal change order authorized by the OWNER through its duly authorized President.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hands on this day of _____, 2022.

OWNER:
TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

ENGINEER
GIS ENGINEERING, LLC

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

BY: _____
Oneil P. Malbrough, REM
Vice President

WITNESSES:

WITNESSES:

Signed Witness #1

Signed Witness #1

Printed Witness #1

Printed Witness #1

Signed Witness #2

Signed Witness #2

Printed Witness #2

Printed Witness #2



August 26, 2022

Terrebonne Parish Consolidated Government
Public Works
206 Government Street
Gray, Louisiana 70359

Attention: Mr. David Rome, Public Works Director
Subject: Amendment No. 1 Proposal
Reference: Bayou LaCarpe Watershed Project, Phase C (Popeyes Pump Station)
TPCG Project No. 21-DRA-11
GIS Project No. 39130-1295

Mr. Rome:

GIS Engineering, LLC (GIS) is pleased to submit this Amendment No. 1 to continue providing Professional Engineering services for the above referenced project to Terrebonne Parish Consolidated Government (TPCG).

This amendment increases the Basic Services for the additional design efforts resulting from moving the location of the pump station several times due to landowner issues and adding VFDs to the pumps which required the addition of an HVAC controlled structure to house the additional equipment. This amendment increases the Additional Services for having to provide additional hydraulic models and excessive permit clarifications for the environmental agencies and the DOTD.

Civil Engineering Basic & Additional Services:

GIS currently provides engineering services on a Lump Sum and Time & Materials basis for the completion of design of the above referenced project. This Amendment No. 1 will increase the contract value by \$60,000 for this work as outlined in the table below.

Proposed Cost:

The fees for services are listed below for each task. Additional Services will be rendered on a time and material basis. A detailed summary of services and associated budgets for each task is as follows:

	<u>Current Fee</u> <u>(Original)</u>	<u>Amend. No. 1</u>	<u>Total</u>
ENGINEERING BASIC SERVICES			
S&R Phase	\$ 48,600.00		\$ 48,600.00
Preliminary Design Phase	\$ 170,250.00		\$ 170,250.00
Final Design Phase	\$ 170,250.00	\$ 45,000.00	\$ 215,250.00
Bidding and Negotiations (Phase 2)	\$ 24,300.00		\$ 24,300.00
Construction Administration (Phase 2)	\$ 73,000.00		\$ 73,000.00
Total Basic Services	\$ 486,400.00	\$ 45,000.00	\$ 531,400.00

ADDITIONAL SERVICES			
Environmental Permitting (All Phases)	\$ 40,000.00	\$ 10,000.00	\$ 50,000.00
DOTD Permitting	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
Engineering Surveys	\$ 20,000.00		\$ 20,000.00
As-Builts	\$ 10,000.00		\$ 10,000.00
O&M Manuals	\$ 15,000.00		\$ 15,000.00
Landowner Meetings	\$ 10,000.00		\$ 10,000.00
Geotechnical Engineering	\$ 45,250.00		\$ 45,250.00
Reimbursables	\$ 27,400.00		\$ 27,400.00
Resident Project Rep	\$ 208,250.00		\$ 208,250.00
Total Additional Services	\$ 385,900.00	\$ 15,000.00	\$ 400,900.00
TOTAL SERVICES	\$ 872,300.00	\$ 60,000.00	\$ 932,300.00

We appreciate the opportunity to provide our services to you. If you have any questions or require any additional information, please contact me at 985-219-1000.

Sincerely,



Kevan D. Keiser, P.E.
 Client Program Manager - Coastal Design & Infrastructure
 GIS Engineering, LLC

KDK

Category Number:
Item Number: 9.



Monday, September 12, 2022

Item Title:

Amendment No. 1 for 2021 Asphalt Project

Item Summary:

RESOLUTION: Approving Amendment No. 1 to the Engineering Agreement for Parish Project No. 21-ROAD-18, 2021 Asphalt Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/7/2022	Executive Summary
Resolution	9/7/2022	Resolution
Backup Material	9/7/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Project No. 21- ROAD-18	2021 Asphalt Project

PROJECT SUMMARY (200 WORDS OR LESS)
The patching, milling and overlaying of existing asphalt roads.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this amendment is to make changes to Basic and Additional Services due to the addition of repairs to Brady Road and Brier Street to the project.

TOTAL EXPENDITURE	
Increase of \$81,746.40	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
<u>YES</u>	IF YES AMOUNT BUDGETED:
	\$1,838,406.65

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

Jeanne P. Bray

9/7/2022

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 1 to the Engineering Agreement for Parish Project No. 21-ROAD-18, 2021 Asphalt Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into an Engineering Agreement dated March 17, 2021 with David A. Waitz Engineering & Surveying, Inc., for the Project entitled **Parish Project No. 21-ROAD-18, 2021 Asphalt Project**, and

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

WHEREAS, it is necessary to make changes to the contract due the need for additional asphalt repairs, and

WHEREAS, the firm of David A. Waitz Engineering & Surveying, Inc., has been asked to perform these activities under the Basic and Additional Services section of the Engineering Agreement for this project, and

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

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 1 to the Engineering Agreement for a total increase of \$81,746.40 and authorizes Parish President, Gordon E. Dove, or his designee, to execute this Amendment No. 1 to the Engineering Agreement for Parish Project No. 21-ROAD-18, 2021 Asphalt Project with David A. Waitz Engineering & Surveying, Inc., and

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

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

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

* * * * *

I, TAMMY E. TRIGGS, Council Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2022, at which meeting a quorum was present.

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

TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**AMENDMENT NO. 1
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 1, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 2022;

BY AND BETWEEN:

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

DAVID A. WAITZ ENGINEERING & SURVEYING, INC., represented herein by David A. Waitz, P.E., P.L.S. duly authorized President (hereafter sometimes referred to as "ENGINEER");

is a revision pursuant to Section 5.1.1 (Basic Services) and Section 5.1.2 (Additional Services) to the ENGINEERING AGREEMENT dated March 17, 2021 for professional engineering services between the OWNER and ENGINEER.

WHEREAS, the Terrebonne Parish Consolidated Government did enter the engineering agreement with David A. Waitz Engineering & Surveying, Inc. dated March 17, 2021 for the **2021 Asphalt Project**, identified as **Parish Project No. 21-ROAD-18**, and

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

WHEREAS, it is necessary to make changes to the contract due the need for additional asphalt repairs, and

WHEREAS, the firm of David A. Waitz Engineering & Surveying, Inc., has been asked to perform these activities under the Basic and Additional Services section of the Engineering Agreement for this project, and

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

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

Amend Section 5, Paragraph 5.1.1, to read as follows:

5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under

Section 1 (as amended and supplemented by Exhibit "A", "Further Description of Basic Engineering Services and Related Matters" as Follows:

Phase 1: Lump Sum of \$113,888.70

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

5.1.2.1 General. For Additional Services rendered under Paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by Paragraph 2.1.7 and services as a consultant or witness under 2.1.16), on the basis of Exhibit "D", **"Rate Schedule- January 1, 2021"**. At this time, the following additional services are anticipated and the Estimated Costs shown below are recommended for budgetary considerations.

<u>CURRENT SERVICE</u>	<u>LIMITATION</u>	<u>NEW INCREASE</u>	<u>LIMITATION</u>
2.1.9 Field Survey	\$ 25,500.00	\$ 14,500.00	\$ 40,000.00
2.1.17 Road Corings	\$ 5,500.00	\$ 0.00	\$ 5,500.00
TOTAL	\$ 31,000.00	\$ 14,500.00	\$ 45,500.00

Section 5, Paragraph 5.1.2.2, reads as follows:

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

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

5.1.2.4 Resident Project Services. For resident services during construction furnished under paragraph 2.2.1, on the basis of Exhibit "D" for services rendered by principals and employees assigned to field offices in connection with resident project representation with a Limitation of Cost of **\$65,500.00**

Section 5, Paragraph 5.1.3, reads as follows:

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

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

5.1.5 The estimated cost of Paragraphs 5.1.2, 5.1.3, and 5.1.4, shall have a combined Limitations

of Cost in the amount of **\$113,500.00**, which shall not be exceeded without the issuance of a formal change order authorized by the Terrebonne Parish Consolidated Government through its duly authorized President.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hands on this day of _____, 2022.

OWNER:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

BY: _____
Gordon E. Dove
Parish President

WITNESSES:

ENGINEER:

David A. Waitz Engineering &
Surveying, Inc.

BY: _____
David A. Waitz, P.E., P.L.S.
President

WITNESSES:

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



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

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

James M. Templeton, P.L.S.

September 7, 2022

VIA: E-Mail: mbodin@tpcg.org

Terrebonne Parish Consolidated Government
Engineering Department
P. O. Box 2768
Houma, LA 70361

Attention: Ms. Madeleine, Bodin, E.I., Engineering Division

RE: **LETTER OF RECOMMENDATION FOR AMENDMENT NO. 1 TO ENGINEERING AGREEMENT – TERREBONNE PARISH CONSOLIDATED GOVERNMENT – 2021 ASPHALTIC MAINTENANCE PROJECT - PARISH PROJECT NO. 21-ROAD-18, TERREBONNE PARISH, LOUISIANA – ENGINEER'S PROJECT NO. 2021-036**

Dear Ms. Madeleine:

The purpose of this letter is to provide you with our recommendation for approval of Amendment No. 1 to our Engineering Agreement. Our original engineering agreement for the above referenced project was based on eight (8%) percent of the estimated construction cost. Our fee for these streets remains the same and this Engineering Amendment No. 1 adds fees to our Agreement reflecting the additions of Brady Road and Brier Street. We established this increased engineering fee by taking eight (8%) percent of the estimated cost per street based off of the Contractor's unit prices. The additional services are all estimated additions as these items are based and billed at time and material utilized.


Therefore, we hereby present Amendment No. 1 to our Engineering Agreement which increases our engineering fee to \$113,888.70 along with an increase in the Field Survey and the Resident Project Services to be rendered due to the addition of Brady Road and Brier Street to the project.

Would you be so kind as to submit this letter and our Amendment No. 1 to our Engineering Agreement to be placed on the next agenda of the Council for their consideration and approval.

Thank you in advance for your assistance in this matter and if you should have any questions pertaining to this matter, please do not hesitate to contact me.

Sincerely,

DAVID A. WAITZ
ENGINEERING AND SURVEYING, INC.



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

JAW/dth

Enclosures: Amendment No. 1 to Engineering Agreement

Cc: File & Reading File
(with enclosures)

ESTIMATED INFRASTRUCTURE CONSTRUCTION COST					
TERREBONNE PARISH GOVERNMENT					
2021 ASPHALT MAINTENANCE PROJECT, PHASE 1					
8/29/2022					
ORIGINAL PROJECT					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL
1	AGGREGATE SURFACE COURSE	CUBIC YARDS	300	\$25.00	\$7,500.00
2	2" ASPHALT CONCRETE WEARING COURSE	SQUARE YARDS	18,626	\$15.00	\$279,390.00
3	SUPERPAVE ASPHALTIC CONCRETE DRIVEWAYS	SQUARE YARDS	1,500	\$26.00	\$39,000.00
4	ASPHALT TACK COAT	GALLONS	1,640	\$5.00	\$8,200.00
5	1" MILLING ASPHALT PAVEMENT	SQUARE YARDS	18,747	\$3.50	\$65,614.50
6	12" ASPHALT PATCH	SQUARE YARDS	3,300	\$105.00	\$346,500.00
7	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	1.00	\$7,500.00	\$7,500.00
8	MOBILIZATION	LUMP SUM	1.00	\$80,000.00	\$80,000.00
9	PLASTIC PAVEMENT MARKINGS	LUMP SUM	1.00	\$15,000.00	\$15,000.00

CONSTRUCTION COST **\$848,704.50**
ENGINEERING BASIC SERVICES COST: **\$64,642.30**
LAND SURVEYING COST: **\$25,500.00**
PROJECT REPRESENTATIVE: **\$47,500.00**
ROAD CORINGS: **\$5,500.00**
REIMBURSABLES: **\$2,500.00**
TOTAL: **\$994,346.80**

BRADY ROAD					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL
1	AGGREGATE SURFACE COURSE	CUBIC YARDS	0	\$25.00	\$0.00
2	2" ASPHALT CONCRETE WEARING COURSE	SQUARE YARDS	0	\$15.00	\$0.00
3	SUPERPAVE ASPHALTIC CONCRETE DRIVEWAYS	SQUARE YARDS	0	\$26.00	\$0.00
4	ASPHALT TACK COAT	GALLONS	353	\$5.00	\$1,765.00
5	1" MILLING ASPHALT PAVEMENT	SQUARE YARDS	0	\$3.50	\$0.00
6	12" ASPHALT PATCH	SQUARE YARDS	5,041	\$105.00	\$529,305.00
7	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	0.20	\$7,500.00	\$1,500.00
8	MOBILIZATION	LUMP SUM	0.20	\$80,000.00	\$16,000.00
9	PLASTIC PAVEMENT MARKINGS	LUMP SUM	0.00	\$15,000.00	\$0.00

CONSTRUCTION COST **\$548,570.00**
ENGINEERING BASIC SERVICES COST: **\$43,885.60**
LAND SURVEYING COST: **\$11,500.00**
PROJECT REPRESENTATIVE: **\$12,500.00**
ROAD CORINGS: **\$0.00**
REIMBURSABLES: **\$0.00**
TOTAL: **\$616,455.60**

BRIER STREET					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL
1	AGGREGATE SURFACE COURSE	CUBIC YARDS	50	\$25.00	\$1,250.00
2	2" ASPHALT CONCRETE WEARING COURSE	SQUARE YARDS	800	\$15.00	\$12,000.00
3	SUPERPAVE ASPHALTIC CONCRETE DRIVEWAYS	SQUARE YARDS	25	\$26.00	\$650.00
4	ASPHALT TACK COAT	GALLONS	82	\$5.00	\$410.00
5	1" MILLING ASPHALT PAVEMENT	SQUARE YARDS	800	\$3.50	\$2,800.00
6	12" ASPHALT PATCH	SQUARE YARDS	400	\$105.00	\$42,000.00
7	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	0.20	\$7,500.00	\$1,500.00
8	MOBILIZATION	LUMP SUM	0.05	\$80,000.00	\$4,000.00
9	PLASTIC PAVEMENT MARKINGS	LUMP SUM	0.00	\$15,000.00	\$0.00
10	GRADING OUT STOCK PILED MATERIAL	LUMP SUM	1.00	\$2,400.00	\$2,400.00

CONSTRUCTION COST **\$67,010.00**
ENGINEERING BASIC SERVICES COST: **\$5,360.80**
LAND SURVEYING COST: **\$3,000.00**
PROJECT REPRESENTATIVE: **\$5,500.00**
ROAD CORINGS: **\$0.00**
REIMBURSABLES: **\$0.00**
TOTAL: **\$80,870.80**

TOTAL PROJECT TO DATE					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL
1	AGGREGATE SURFACE COURSE	CUBIC YARDS	350	\$25.00	\$8,750.00
2	2" ASPHALT CONCRETE WEARING COURSE	SQUARE YARDS	19,426	\$15.00	\$291,390.00
3	SUPERPAVE ASPHALTIC CONCRETE DRIVEWAYS	SQUARE YARDS	1,525	\$26.00	\$39,650.00
4	ASPHALT TACK COAT	GALLONS	2,075	\$5.00	\$10,375.00
5	1" MILLING ASPHALT PAVEMENT	SQUARE YARDS	19,547	\$3.50	\$68,414.50
6	12" ASPHALT PATCH	SQUARE YARDS	8,741	\$105.00	\$917,805.00
7	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	1.40	\$7,500.00	\$10,500.00
8	MOBILIZATION	LUMP SUM	1.25	\$80,000.00	\$100,000.00
9	PLASTIC PAVEMENT MARKINGS	LUMP SUM	1.00	\$15,000.00	\$15,000.00
10	GRADING OUT STOCK PILED MATERIAL	LUMP SUM	1.00	\$2,400.00	\$2,400.00

CONSTRUCTION COST **\$1,464,284.50**
ENGINEERING BASIC SERVICES COST: **\$113,888.70**
LAND SURVEYING COST: **\$40,000.00**
PROJECT REPRESENTATIVE: **\$65,500.00**
ROAD CORINGS: **\$5,500.00**
REIMBURSABLES: **\$2,500.00**
TOTAL: **\$1,691,673.20**

Category Number:
Item Number: 10.



Monday, September 12, 2022

Item Title:

Change Order No. 2 for 2021 Asphalt Project

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 2 for the Construction Agreement for Parish Project No. 21-ROAD-18, 2021 Asphalt Project, Terrebonne Parish Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/7/2022	Executive Summary
Resolution	9/7/2022	Resolution
Backup Material	9/7/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
21-ROAD-18	2021 Asphalt Project

PROJECT SUMMARY (200 WORDS OR LESS)
The patching, milling and overlaying of existing asphalt roads.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Change Order No. 2 is required to adjust contract price due to the addition of asphalt repairs to Brier Street. Change Order No. 2 is also needed to add contract time to complete the work.

TOTAL EXPENDITURE	
Increase of \$67,010.00	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
<u>YES</u>	IF YES AMOUNT BUDGETED:
	\$1,838,406.65

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

Jeanne P. Bray

9/7/22

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 2 for the Construction Agreement for Parish Project No. 21-ROAD-18, 2021 Asphalt Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated May 16, 2022 with Huey P. Stockstill, LLC, for Parish Project No. 21-ROAD-18, 2021 Asphalt Project, Terrebonne Parish, Louisiana, and

WHEREAS, it is necessary to adjust contract price due to the addition of Brier Street to the project, and

WHEREAS, this change order will increase the overall contract price by Sixty-Seven Thousand, Ten Dollars and No Cents (\$67,010.00), and

WHEREAS, this change order will increase contract time due to the additional time needed to perform the work for a total increase of Twenty-One (21) days in contract time, and

WHEREAS, this Change Order No. 2 has been recommended by the Engineer, David A. Waitz Engineering and Surveying, Inc, for this project, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove, or his designee, of Change Order No. 2 to the construction agreement with Huey P. Stockstill, LLC for Parish Project No. 21-ROAD-18, 2021 Asphalt Project, Terrebonne Parish, Louisiana, for an increase to the contract amount in the amount of Sixty-Seven Thousand, Ten Dollars and No Cents (\$67,010.00) with an increase of Twenty-One (21) days in construction time.

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

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

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

I, Tammy E. Triggs, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2022, at which meeting a quorum was present.

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

TAMMY E. TRIGGS, CLERK
TERREBONNE PARISH COUNCIL

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



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

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

James M. Templeton, P.L.S.

September 7, 2022

Terrebonne Parish Consolidated Government
Engineering Department
P. O. Box 2768
Houma, LA 70361

Attention: Ms. Madeleine, Bodin, E.I.,
Engineering Division

**RE: LETTER OF RECOMMENDATION FOR PLAN CHANGE NO. 2 – TERREBONNE PARISH
CONSOLIDATED GOVERNMENT – 2021 ASPHALTIC MAINTENANCE PROJECT - PARISH
PROJECT NO. 21-ROAD-18, TERREBONNE PARISH, LOUISIANA – ENGINEER'S PROJECT
NO. 2021-036**

Dear Ms. Madeleine:


The purpose of this letter is to provide you with our recommendation for approval of Plan Change No. 2 which we are submitting for approval by the Council for the above referenced project. After conferring with the Engineering Dept., the Public Works Dept. and the Contractor, we have reached an agreement to add Brier Street to the project. We are requesting an increase of \$67,010.00 to overlay Brier Street. This plan change will increase the contract price to \$1,464,284.50 and an increase of 21 calendar days to the project. The contractor is following unit prices from his original bid and we are hereby adjusting quantities accordingly.

Therefore, would you be so kind as to submit this letter and Plan Change No. 2 to be placed on the next agenda of the Council for their consideration and approval.

Thank you in advance for your assistance in this matter and if you should have any questions pertaining to this matter, please do not hesitate to contact me.

Sincerely,

DAVID A. WAITZ
ENGINEERING AND SURVEYING, INC.



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

JAW/dth

Enclosure: Plan Change No. 2

Cc: Mr. Mike Toups, Parish Manager
Mr. David Rome, Public Works Director
Ms. Jeanne P. Bray, Capital Projects Administrator
File & Reading File
(with enclosure)

CHANGE ORDERNo. Two (2)

PROJECT: 2021 Asphaltic Maintenance Project

DATE OF ISSUANCE: August 29, 2022

OWNER:

Terrebonne Parish Consolidated Government

CONTRACTOR:

Huey P. Stockstill, L.L.C.

OWNER'S Project No. 21-ROAD-18ENGINEER: David A. Waitz Engineering and
Surveying, Inc.

CONTRACT FOR:

2021 Asphaltic Maintenance Project

ENGINEER's Project No. 2021-036

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

Description: To increase the quantities of the contract items as specified on the attached Plan Change No. 2 and to add an item for Grading Out Stockpiled Material. This Plan Change will increase the contract by \$67,010.00 and will result in a total contract price of \$1,464,284.50.

Purpose of Change Order: To add Brier Street to the project.

Attachments: (List documents supporting change)

Plan Change No. 2

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>848,704.50</u>	Original Contract Time \$ <u>90 days</u> days or date
Previous Change Orders No. <u>1</u> to No. _____ \$ <u>548,570.00</u>	Net change from previous Change Order \$ <u>28 days</u> days
Contract Price prior to this Change Order \$ <u>1,397,274.50</u>	Contract Time Prior to this Change Order \$ <u>118 days</u> days or date
Net Increase (decrease) of this Change Order \$ <u>67,010.00</u>	Net Increase (decrease) of this Change Order \$ <u>21 days</u> days
Contract Price with all approved Change Orders \$ <u>1,464,284.50</u>	Contract Time with all approved Change Order \$ <u>139 days</u> days or date

RECOMMENDED:

APPROVED:

APPROVED:

by _____
Engineerby _____
Ownerby _____
Contractor

DATE: AUGUST 29, 2022

PLAN CHANGE# 2

PLAN CHANGE AND/OR SPECIAL AGREEMENT

OWNER

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

ENGINEER

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

PROJECT NAME: TERREBONNE PARISH CONSOLIDATED GOVERNMENT - 2021 ASPHALT MAINTENANCE PROJECT - PARISH
PROJECT NO. 21-ROAD-18 - ENGINEER'S PROJECT NO. 2021-036

LOCATION: PARISH OF TERREBONNE, STATE OF LOUISIANA

CONTRACTOR: HUEY P. STOCKSTILL, L.L.C.
ADDRESS: P. O. BOX 758
PICAYUNE, MS 39466

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

ITEM NO.	ITEM	UNIT	PRICE	REVISED		ORIGINAL	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
401-02	AGGREGATE SURFACE COURSE (ADJUSTED VEHICULAR MEASUREMENT)	CUBIC YARDS	25.00	350.00	8,750.00	300.00	7,500.00
502-03(A)	2" ASPHALT CONCRETE WEARING COURSE	SQUARE YARDS	15.00	19,426.00	291,390.00	18,626.00	279,390.00
502-03(B)	SUPERPAVE ASPHALTIC CONCRETE OF DRIVEWAYS, TURNOUTS, AND MISCELLANEOUS	SQUARE YARDS	26.00	1,525.00	39,650.00	1,500.00	39,000.00
504	ASPHALT TACK COAT	GALLON	5.00	2,075.00	10,375.00	1,993.00	9,965.00
509-01	1" MILLING ASPHALT PAVEMENT	SQUARE YARDS	3.50	19,547.00	68,414.50	18,747.00	65,614.50
510-01	12" ASPHALT PATCH	SQUARE YARDS	105.00	8,741.00	917,805.00	8,341.00	875,805.00
713-01	TEMPORARY SIGNS AND BARRICADES	LUMP SUM	7,500.00	1.40	10,500.00	1.20	9,000.00

ITEM NO.	ITEM	UNIT	PRICE	REVISED		ORIGINAL	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
727-01	MOBILIZATION	LUMP SUM	80,000.00	1.25	100,000.00	1.20	96,000.00
732	PLASTIC PAVEMENT MARKINGS	LUMP SUM	15,000.00	1.00	15,000.00	1.00	15,000.00
S-001	GRADING OUT STOCKPILED MATERIAL	LUMP SUM	2,400.00	1.00	2,400.00	0.00	0.00
SUB-TOTAL					1,464,284.50		1,397,274.50
TOTALS:							
ADDITIONAL CONTRACT DAYS REQUESTED:	----21----						
21 DAYS	AMT. OF OVERRUN-----\$67,010.00			REVISED TOTAL-----\$1,464,284.50		ORIGINAL TOTAL----- \$1,397,274.50	

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

BID ITEMS:

ITEM NO. 401-02 - AGGREGATE SURFACE COURSE (ADJUSTED VEHICULAR MEASUREMENT):
 ITEM NO. 502-03(A) - 2" ASPHALT CONCRETE WEARTING COURSE:
 ITEM NO. 502-03(B) - SUPERPAVE ASPHALTIC CONCRETE OF DRIVEWAYS, TURNOUTS AND MISCELLANEOUS:
 ITEM NO. 504 - ASPHALT TACK COAT:
 ITEM NO. 509-01 - 1" MILLING ASPHALT PAVEMENT:
 ITEM NO. 510 - 12" ASPHALT PATCH:
 ITEM NO. 713-01 - TEMPORARY SIGNS AND BARRICADES
 ITEM NO. 727-01 - MOBILIZATION
 ITEM NO. S-001 - GRADING OUT STOCK PILED MATERIAL:

These items are being increased in quantity and Item No. S-001 is being added due to Brier Street being added to the project.

PLAN CHANGE AND/OR SPECIAL AGREEMENT

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

PROJECT NAME: TERREBONNE PARISH CONSOLIDATED GOVERNMENT - 2021 ASPHALT MAINTENANCE PROJECT - PARISH
PROJECT NO. 21-ROAD-18 - ENGINEER'S PROJECT NO. 2021-036

SIGNED:

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

By: _____
Jacob A. Waitz, P.E., L.S.I.

Date: _____

ACCEPTED BY:

Huey P. Stockstill, L.L.C.
Contractor

By: _____

Date: _____

APPROVED BY:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
Owner

By: _____
MIKE TOUPS, PARISH MANAGER

Date: _____



Monday, September 12, 2022

Item Title:

Certify and Approve Ad Valorem Tax Exemption for Bollinger Houma Shipyards, LLC

Item Summary:

Introduce an ordinance to certify and approve an ad valorem tax exemption on machinery, equipment, and other capital projects to be assessed at 301 Bollinger Lane, Houma, LA, for Bollinger Houma Shipyards, LLC (Application No. 20210244-ITE) and call a public hearing on said matter on Wednesday, September 28, 2022, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/8/2022	Executive Summary
Ordinance	9/8/2022	Ordinance
Exhibit A	9/8/2022	Backup Material
Cover Memo	9/8/2022	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Certify and Approve Ad Valorem Tax Exemption for Bollinger Houma Shipyards, LLC

PROJECT SUMMARY (200 WORDS OR LESS)
Introduce an ordinance to certify and approve an ad valorem tax exemption on machinery, equipment, and other capital projects to be assessed at 301 Bollinger Lane, Houma, LA, for Bollinger Houma Shipyards, LLC (Application No. 20210244-ITE) and call a public hearing on said matter on Wednesday, September 28, 2022, at 6:30 p.m.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

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

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

<i>Darrin W. Guidry, Sr.</i>	<i>09/08/2022</i>
_____	_____
Signature	Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO CERTIFY AND APPROVE AN AD VALOREM TAX EXEMPTION IN ACCORDANCE WITH LA. CONST. ART. VII, SEC. 21(F) FOR MACHINERY, EQUIPMENT, AND OTHER CAPITAL IMPROVEMENTS TO BE ASSESSED AT 301 BOLLINGER LANE, HOUMA LA, 70363, OWNED BY BOLLINGER HOUMA SHIPYARDS, LLC, REGARDING INDUSTRIAL AD VALOREM TAX EXEMPTION APPLICATION (NO. 20210244-ITE).

WHEREAS, the Industrial Ad Valorem Tax Exemption Program is regulated under the Louisiana Administrative Code Title 13, Part I, Chapter 5, promulgated in accordance with Article VII, Part 2, Section 21(F) of the Louisiana Constitution of 1974, with the intent to incentivize job creation and job retention by offering manufacturers ad valorem tax exemptions through application to the Louisiana Department of Economic Development for up to two terms of five years each; and

WHEREAS, Bollinger Houma Shipyards, LLC submitted its initial application for the Program through the Louisiana Department of Economic Development for acquisition of the property at 301 Bollinger Lane, Houma, LA 70363, where engineering, computer, welding and other equipment will be acquired, and capital improvements including a new production/warehouse building will be completed, all of which will be assessed for ad valorem taxes; and

WHEREAS, Bollinger's application was approved by the Louisiana Department of Economic Development, and they entered into that certain Contract for Exemption of Ad Valorem Taxes, a copy of which is attached hereto and made a part of this Ordinance; and

WHEREAS, in accordance with LAC 13:I. 503(H), the Louisiana Department of Economic Development notified the TPCG of the approved application, and the Terrebonne Parish Council is now afforded an opportunity to identify the application on the agenda of its public meeting notice and to conduct a public meeting for the purposes of approving or rejecting the application;

WHEREAS, should the Terrebonne Parish Council fail to take timely action, then the application will be deemed approved by this governing body in accordance with LAC 13:I. 503(H)(1); and

WHEREAS, the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government finds that support of these types of exemptions play a vital role in incentivizing the creation and retention of jobs in Terrebonne Parish; and

WHEREAS, the Terrebonne Economic Development Authority Board of Commissioners has reviewed Application#20210244-ITE and found it meets program criteria for eligibility; and

WHEREAS, the Terrebonne Parish Council has reviewed the application and approves the exemption;

NOW, THEREFORE, BE IT ORDAINED that:

SECTION I

The Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby approves the application by Bollinger Houma Shipyards, LLC for an ad valorem tax exemption on machinery, equipment, and other capital improvements made to property located at 301 Bollinger Lane, Houma, LA 70363, and to be assessed for ad valorem taxes in Terrebonne Parish.

SECTION II

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this 28th day of September, 2022.

DARRIN W. GUIDRY, SR. CHAIRMAN
TERREBONNE PARISH COUNCIL

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

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

Date and Time Returned to Council Clerk:

I, TAMMY E. TRIGGS, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on Sept. 28, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 28TH DAY OF July, 2022.

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20210244)

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

BOLLINGER HOUMA SHIPYARDS, LLC

EXHIBIT "A" AGREEMENT

This Agreement, as of the Effective Date, defined herein, is made among:

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

BOLLINGER HOUMA SHIPYARDS, LLC ("Company"), a Louisiana limited liability company in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as "Parties" and singularly referred to as "Party".)

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry ("Board"), with the approval of the Governor of the State of Louisiana ("Governor"), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption ("Exemption"); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21(F); and

WHEREAS, Company has expanded its marine vessels, components and steel intensive structures Manufacturing Establishment located in Terrebonne Parish with the acquisition of engineering, cad design, computer equipment, piperworx weld system, pipe positioning machine and construction of a production/warehouse building for storage and assembly of material and marine components to increase efficiency, production levels and overall facility throughput for the US Navy T-ATS and OSU research vessel construction programs (the "Project"), and new direct jobs and payroll as hereinafter provided will result from the Company's investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an Exemption from ad valorem taxes in Terrebonne Parish; and

WHEREAS, in exchange for the Exemption, Company agrees to create or maintain such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of Jobs and Payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the Exemption as set forth in the terms hereinafter provided, considering a multitude of factors, including but not limited to the following: Capital Expenditures, direct payroll tax revenue,

indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax, other payroll tax, and other local taxes associated with Jobs supporting the Project; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and its citizens;

THEREFORE, IT IS AGREED:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions

“Advance Notification” means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.

“Agreement” means this Exhibit “A” Agreement, and any amendments or modifications thereto.

“Assignment” means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and **“Assignee”** means the entity to which such transfer or Assignment is made in accordance with this Agreement.

“Basic Health Benefits Plan” means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.

“Board” means the Louisiana Board of Commerce and Industry.

“Capital Expenditures” means the cost associated with a new Manufacturing Establishment or an addition to an existing Manufacturing Establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.

“Cessation of Operation” means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.

“Certification of Compliance” means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank).

“Company” means Bollinger Houma Shipyards, LLC, a Louisiana limited liability company duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

“Company Affiliate” means any business entity that controls or is controlled by the Company or by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority over the management, business policies, and operations of the business entity.

“Company Default” is defined in Section 6.01(B).

“Company Objectives” means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

“Contract Monitor” is defined in Section 7.01(A).

“Default” has the meaning set forth in Article VI.

“Default Payment” means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.

“Effective Date” is the date of execution of this Agreement by the Secretary.

“Exemption” means the exemption from ad valorem taxation provided for manufacturing establishments in Article VII, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project.

“Exemption Contract(s)” means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

“Exemption Period” means the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), and shall begin January 1 or, if the Project is located in Orleans Parish, beginning on August 1, of the first Project Year after which the Project becomes Operational or completes construction. The Exemption Period for the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.

“Force Majeure” means: (1) an act of God, an act of war, strike, or a natural disaster due to earthquake, landslide, fire, flood, tornado, tropical storm, or hurricane; (2) which is beyond the reasonable control of a Party to this Agreement; and (3) prevents the Party from performing its obligations hereunder.

“Governor” means the Governor of the State of Louisiana.

“ITEP” means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in Article VII, Section 21(F) of the Louisiana Constitution of 1974.

“Jobs” means positions of employment that are:

- (1) new (not previously existing in the State);
- (2) permanent (without specific term);
- (3) full-time (working a minimum of 30 hours or more per week);
- (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;
- (5) based at the Manufacturing Establishment;
- (6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
- (7) offering a Basic Health Care Benefits Plan.

Jobs shall not include:

- (1) jobs transferred to the Manufacturing Establishment from within the State by the Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a net job gain within the State;
- (2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a net job gain within the State; or
- (3) jobs performing contract services for the State of Louisiana or any of its agencies.

“LED” means Louisiana Department of Economic Development.

“Legislature” means the Legislature of the State of Louisiana.

“Local Governmental Entities” with regard to Terrebonne Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.

“Manufacturing Establishment” means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company into the stream of commerce.

“Operation” or “Operational” means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.

“Payroll” means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.

“Project” means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals.

“Project Year” means each twelve-month period, beginning on January 1 and ending on December 31, or, if the Project is located in Orleans Parish, beginning on August 1 and ending on

July 31, of each year identified in Section 4.02(B).

“Qualified Contractor” means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

“Required Annual Jobs” is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.

“Required Annual Jobs and Payroll” refers, collectively, to Required Annual Jobs and Required Annual Payroll.

“Required Annual Payroll” is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.

“Rule(s)” mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.

“Secretary” means the Secretary of the Louisiana Department of Economic Development.

“State” means the State of Louisiana.

ARTICLE II. AUTHORITY

Section 2.01 LED Authority

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

Section 2.02 Company Authority

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the Secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

Section 2.03 Other Approvals

This Agreement is not effective until signed by all Parties.

ARTICLE III. REPRESENTATIONS

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt

of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties respective powers and will not violate any provisions of any law, regulation, decree, or governmental authorization applicable to them.

ARTICLE IV. OBLIGATIONS

Section 4.01 LED Obligations

(A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.

(B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.

(C) LED will make the following recommendation for the Exemption to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years; and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

Section 4.02 Company Objectives

(A) Commencement of Operation. The Company has expanded the Manufacturing Establishment and commenced Operation by January 1, 2022, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it expended approximately \$961,331.00 in Capital Expenditures and that the Project provided for the creation of 5 Jobs with an annual Payroll of at least \$200,000.00, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).

(B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company anticipates creating and, thereafter, maintaining Required

Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2022	5	\$200,000.00
2023	5	\$200,000.00
2024	5	\$200,000.00
2025	5	\$200,000.00
2026	5	\$200,000.00
2027	5	\$200,000.00
2028	5	\$200,000.00
2029	5	\$200,000.00
2030	5	\$200,000.00
2031	5	\$200,000.00

(C) Jobs and Payroll Creation. Any Jobs and corresponding Payroll created by Company after it files the Advance Notification for the Project shall be considered as having been created during the first Project Year.

(D) Project Year Adjustment. To the extent Company does not commence Operation on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.

(E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.

(F) Louisiana Preference. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

ARTICLE V. ASSIGNMENT AND TRANSFER

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the "Sale or Transfer of Exempted Manufacturing Establishment."

ARTICLE VI. DEFAULT AND RENEWAL CONSIDERATION

Section 6.01 Default

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a

Default under this Agreement. Upon the occurrence of such Default, Company is relieved of all obligations hereunder and this Agreement shall automatically terminate without any further remedy to or obligation imposed upon Company.

(B) Company Default. The occurrence of any of the following actions during the term of an Exemption Contract shall constitute a Company Default with a corresponding remedy:

- (1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;
- (2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;
- (3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules; and
- (4) Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the Exemption period and/or the percentage of the Exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local Governmental Entities and the Company, in which case the terms of the Exemption Contract shall remain the same.

(C) Renewal Consideration. Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

Section 6.02 Delay or Omission

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition

herein or therein contained.

Section 6.03 Force Majeure

(A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.

(C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

Section 6.04 No Other Damages

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

ARTICLE VII. REPORTS; AUDIT

Section 7.01 Contract Monitoring

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

Section 7.02 Annual Certification of Compliance

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of

Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company for execution, whichever is later.

Section 7.03 Audit

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

Section 7.04 Reporting Rules Applicable

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

ARTICLE VIII. TERM

The Term of this agreement shall extend from the Effective Date until the end of the Exemption Period.

ARTICLE IX. MISCELLANEOUS

Section 9.01 Non Discrimination

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the 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; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Section 9.02 Captions

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

Section 9.03 Counterpart

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same Agreement.

Section 9.04 Choice of Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 9.05 Jurisdiction and Venue

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

Section 9.06 Further Assurances

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

Section 9.07 Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

To LED:

Don Pierson, Secretary
Louisiana Department of Economic Development
P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS mail)
11th Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)
Telephone: (225) 342-3000

To the Company:

Craig Roussel and Ed Servat
Bollinger Houma Shipyards, LLC
P.O. Box 250, Lockport, LA 70374
8365 Highway 308, Lockport, LA 70374
Telephone: (985) 52-2554

Section 9.08 Amendment

This Agreement may be amended only upon the written consent and approval of all Parties.

Section 9.09 Rules Prevail

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.

Section 9.10 Electronic Transaction; Electronic Signatures

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any Amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, this Agreement has been signed by the undersigned duly authorized representatives on the dates indicated below.

BOLLINGER HOUMA SHIPYARDS, LLC

By: CP Roussel
Signature

C P Roussel

Printed Name

Title: **EVP-CAO**

Date: **08/11/2022**

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

By: Anne Villa
Anne Villa, Undersecretary

Date: **08/19/2022**

LED CONTRACT MONITOR

Kristin Cheng
Signature

Kristin Cheng

Printed Name

EXHIBIT 1

(Company Authorizing Resolution)

UNANIMOUS CONSENT OF
MEMBER OF
BOLLINGER HOUMA SHIPYARDS, L.L.C.

AD VALOREM TAX EXEMPTIONS
JUNE 3, 2022

The undersigned, being the Sole Member of Bollinger Houma Shipyards, L.L.C., does hereby adopt and ratify the following as the free act and deed of the said Bollinger Houma Shipyards, L.L.C.:

BE IT RESOLVED that Bollinger Houma Shipyards, L.L.C. shall enter into one or more contracts for Ad Valorem Tax Exemptions with the State of Louisiana, Office of Commerce and Industry;

BE IT FURTHER RESOLVED that any one of the following officers and authorized agents of Bollinger Houma Shipyards, L.L.C., to-wit: Benjamin G. Bordelon, Dino Chouest, Dionne Chouest, Damon Chouest, Casey Chouest, Ross Chouest, Andrew St. Germain and Craig Roussel each of whom may, from time to time, and one or more times, act alone and to the exclusion of all of the others, is hereby authorized, empowered and directed to appear before any Notary Public, and to execute the aforementioned Contract and all other necessary documents on behalf of and in the name of Bollinger Houma Shipyards, L.L.C. to obtain such tax exemptions and credits mentioned hereinabove, all of which shall contain such terms, provisions and conditions as the acting officer or authorized agent may, in his or her sole discretion, deem necessary and advisable as being in the best interests of Bollinger Houma Shipyards, L.L.C.

BE IT FURTHER RESOLVED that a certified copy of this Unanimous Consent shall be attached to any such contract or agreement relating to tax exemptions by the State of Louisiana, and that the grants of authority and power made herein shall continue in full force and effect until a resolution rescinding or otherwise modifying one or more grants of authority and power made herein is passed.

June 3, 2022, Lockport, Louisiana.

BOLLINGER SHIPYARDS LOCKPORT, L.L.C.
(Sole Member of Bollinger Houma Shipyards, L.L.C.)

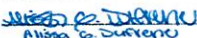
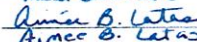

Benjamin G. Bordelon, President and CEO

CERTIFICATE

STATE OF LOUISIANA
PARISH OF LAFOURCHE

On this 3rd day of June, 2022, before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared Craig Roussel, Certifying Official and Assistant Secretary of Bollinger Houma Shipyards, L.L.C., who declared that the above and foregoing is a true and correct copy of those Resolutions adopted by Unanimous Consent of the Member of Bollinger Houma Shipyards, L.L.C., on the 3rd day of June, 2022, that the same has not been rescinded or modified and remains in full force and effect.

Witnesses:


Arissa G. Durren

Arimee B. Letas


Craig Roussel, Certifying Official/Asst. Secretary
of Bollinger Houma Shipyards, L.L.C.



RACHAEL E. BOLLINGER
NOTARY PUBLIC
LA NOTARY ID: 83226



EXHIBIT 2
CERTIFICATION OF COMPLIANCE

Contract Number for the Project: _____ Reporting Period: _____

Company Name: _____

Project Physical Address: _____

1. Has the contract for this project/phase been fully executed? Yes ☐ No ☐
a. Complied with Article IV: Project Completion Report (PCR)? Yes ☐ No ☐
b. Complied with Article VI: Affidavit of Final Cost (AFC)? Yes ☐ No ☐

If the answer to any of the above is "No", please explain: _____

2. Operation of the assets related to this project/phase:
☐ Commenced, as of _____ and continues to date.
(Date)
☐ Has not commenced or has ceased Operation

If Company has ceased Operation, please explain: _____

3. Capital Expenditures for this project/phase made as of _____ : \$ _____
(Date – from PCR) (Amount – from AFC)

4. Required Annual Jobs (per Exhibit A, Section 4.02 (B)): _____
a. Actual number of Jobs (total provided on NJCS or PSEBS (if retention only) tabs on the ITE-
ACR): _____

5. Required Annual Payroll (per Exhibit A, Section 4.02 (B)): \$ _____
a. Actual annual Payroll (total provided on NJCS or PSEBS (if retention only) tabs on the ITE-
ACR): \$ _____

6. Has the Company offered a Basic Health Benefits Plan for this Project Year for Jobs? Yes ☐ No ☐

7. Are any Jobs at the Manufacturing Establishment attributable to:

- a. Jobs transferred from any other location within the state by the Company, Company Affiliate or a Qualified Contractor? Yes ☐ No ☐
- b. Jobs transferred from any other Louisiana-based employment as a result of the Company, Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets? Yes ☐ No ☐
- c. If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain (or neutral job count if retaining Jobs) within the State? Yes ☐ No ☐

If the answer to 7.c. is "No", please explain: _____

8. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:

- ITE Employment Baseline Calculation Worksheet – (only required the first year of reporting).
- A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
- Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.

9. Optional: If applicable, additional non-compliance documentation is attached as a separate document for LED to provide to the Local Governmental Entities & the Board of Commerce & Industry for consideration. Yes ☐ No ☐

CONTACT TYPE (select one): Business ☐ Consultant ☐

Contact Information:

Name: _____

Title: _____

Mailing Address: _____

Phone Number: _____ Extension: _____

E-mail Address: _____

CERTIFICATION

(Must be executed by a key employee of the Company—executive or senior level officer, project site manager, or equivalent rank)

I hereby certify that, with regard to the above-referenced Industrial Tax Exemption project number, the information provided in this document and additional supporting materials is true and correct to the best of my information and belief after reasonable inquiry. And I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing of false public records (R.S. 14:133) and/or forfeiture of any exemptions approved under this program. I understand that application and information submitted with it shall not be returnable to the applicant.

(Original Signature)

(Printed Name)

(Date)

Please include a copy of this document and remit a check for \$250 (note contract number on check) made payable to:

Louisiana Economic Development
617 North 3rd Street, 11th Floor
Baton Rouge, LA 70802











Exhibit A - Bollinger Houma Shipyards LLC (#20210244)

Final Audit Report

2022-08-19

Created:	2022-08-11
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATP9lrc42Cy3Zjd-E9BU7KVyE5jswl-xQ

"Exhibit A - Bollinger Houma Shipyards LLC (#20210244)" History

-  Document created by Christina Ocmand (Christina.Ocmand@la.gov)
2022-08-11 - 3:30:31 PM GMT- IP address: 159.39.101.2
-  Document emailed to C P Roussel (craigr@bollingershipyards.com) for signature
2022-08-11 - 4:06:53 PM GMT
-  Email viewed by C P Roussel (craigr@bollingershipyards.com)
2022-08-11 - 5:51:55 PM GMT- IP address: 205.219.236.34
-  Document e-signed by C P Roussel (craigr@bollingershipyards.com)
Signature Date: 2022-08-11 - 5:52:55 PM GMT - Time Source: server- IP address: 205.219.236.34
-  Document emailed to kristin.cheng@la.gov for signature
2022-08-11 - 5:52:57 PM GMT
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2022-08-12 - 2:08:49 AM GMT- IP address: 172.225.15.6
-  Signer kristin.cheng@la.gov entered name at signing as Kristin Cheng
2022-08-18 - 2:17:18 PM GMT- IP address: 159.39.101.2
-  Document e-signed by Kristin Cheng (kristin.cheng@la.gov)
Signature Date: 2022-08-18 - 2:17:19 PM GMT - Time Source: server- IP address: 159.39.101.2
-  Document emailed to Anne Villa (anne.villa@la.gov) for signature
2022-08-18 - 2:17:22 PM GMT
-  Email viewed by Anne Villa (anne.villa@la.gov)
2022-08-19 - 2:49:41 PM GMT- IP address: 159.39.101.2



Adobe Acrobat Sign



Document e-signed by Anne Villa (anne.villa@la.gov)

Signature Date: 2022-08-19 - 2:51:03 PM GMT - Time Source: server- IP address: 159.39.101.2



Agreement completed.

2022-08-19 - 2:51:03 PM GMT



Adobe Acrobat Sign

Industrial Tax Exemption Program Application - (Post Executive Order 2018)

** Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. **

Project ID: 20210244-ITE

Date Received: 5/26/2022

PROJECT INFORMATION

Company:	Bollinger Houma Shipyards, LLC
Project Name:	BHS Facility Acquisition
Project Location:	301 Bollinger Lane , Houma, LA, 70363
Parish:	Terrebonne
City Limits?:	--

COMPANY INFORMATION

Product Manufactured:	Marine vessels, components & other steel intensive structures
Manufacturing Process/Activities:	The manufacture, fabrication, and conversion of various types of marine vessels and other steel intensive structures and products including engineering and design. Bollinger's manufacturing process includes, but is not limited to, working of raw, often unprepared, steel, aluminum, stainless steel, copper nickel, detacouple and other specialty metals to form vessels and components thereof, for example, propulsion shafts, rudder tubes and arms, steering systems, piping spools, etc. Additionally, Bollinger's manufacturing labor force provides systems, machinery, electrical and joiner incorporated into vessels and other products manufactured that make them suitable for use as manufactured products that are placed into commerce.

GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities? ☒ Yes ☐ No

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

PROJECT DETAILS

NAICS: 336611
Project Type: Addition
Project Start Date (beginning of construction and/or installation): 4/28/2021
Project End Date (ending of construction and/or installation): 12/31/2021
Anticipated date for the commencement of operations of this project: 1/1/2022
Project Description:

Shipyard facility improvements including the acquisition of engineering, cad design, planning and scheduling computer equipment, a pipework weld system, a pipe positioning machine and the construction of a 288ft x 82ft x 41ft production/warehouse building to store and assemble material and marine components. All improvements were to increase efficiency, production levels and overall facility throughput for the US Navy T-ATS and OSU research vessel construction programs.

Will any portion of this project become operational/usable prior to the overall project's completion (i.e. application filled in phases)? ☐ Yes ☒ No

Calendar Years: 2021

ESTIMATED INVESTMENTS

Building & Materials:	\$717,707.00
Machinery & Equipment:	\$127,452.00
Labor & Engineering:	\$116,172.00
Estimated Total Investment Amount:	\$961,331.00
Less: Restricted Amount:	\$0.00
Total Estimated Investments:	\$961,331.00

ESTIMATED JOBS

Existing Jobs at Project Site:	252
Existing Jobs Statewide:	968
New Direct Jobs:	5

Contract Jobs:
Will new jobs be created in phases?
Explain:

Construction Jobs:	0
Total Estimated Jobs:	257
New Jobs for this phase:	0

If no new jobs are being created with this project, will existing jobs be retained?

If yes, provide a compelling reason(s) for retention:

☒ Yes ☐ No

☐ Yes ☒ No

ESTIMATED PAYROLL

Existing Jobs Payroll:	\$9,084,340.00
Existing Jobs Statewide Payroll:	\$75,896,281.00
New Direcy Jobs Payroll:	\$200,000.00
Contract Jobs Payroll:	\$0
Construction Jobs Payroll:	\$0.00
Total Estimated Payroll:	\$9,284,340.00
New payroll for current phase:	\$0.00

PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.1048

This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.)

Note: [Proof of Millage/Location form](#) must be completed by the parish assessor and uploaded to the attachments of this application.

Total Property Taxes paid (most recent year for this site): 51894.00

BUSINESS LEGAL STRUCTURE

Is this company an LLC?

☒ Yes ☐ No

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

LLC Members

Legal Name

Bollinger Houma Shipyards LLC

ESTIMATED BENEFIT

Investment Amount:	\$961,331.00
x Assessment Percentage:	0.15
x Millage Rate:	0.1048
=Annual Exemption	\$15,115.01
Annual Exemption * 5 years at 80%	\$60,460.03
+ Annual Exemption * 5 years at 80%	\$60,460.03

=Estimated Ten Year Property Tax Exemption

\$120,920.06

FEE CALCULATION

Estimated Ten Year Property Tax Exemption :	\$120,920.06
x Rate	0.005
= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)	\$604.60
Amount Paid:	\$604.60
Amount Due:	\$0.00

ATTACHMENTS

Document Type	Document Name	Date
Proof of Millage	BHS 20210244-ITE Proof of Millage Form.pdf	4/21/2022
Notarized Affidavit	BHS 20210244-ITE Contract Affidavit.pdf	4/21/2022
Breakdown of Purchases	BHS 20210244-ITE Breakdown of Purchases Final 042122.xlsx	4/21/2022
ES4	BHS 2021 ES4 reports detail.pdf	4/21/2022
ES4	Bollinger Statewide ES4 summary reports 2021.pdf	4/21/2022
Baseline Calculation Worksheet	BHS 20210244-ITE Employment Baseline Calculation Final.pdf	5/26/2022
Breakdown of Purchases	BHS 20210244-ITE Breakdown of Purchases Updated 060722.xlsx	6/7/2022

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$604.60	5/26/2022	OPX0MBSPGP	master_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
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Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Craig	Roussel	craigr@bollingershipyards.com	Bollinger Houma Shipyard	PO Box 250 , Lockport, LA, 70301	(985) 532- 2554	Business Signatory
Ed	Servat	eds@bollingershipyards.com	Bollinger	PO Box 250 ,	(985) ---	Business

CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: EVP-CAO

First Name: Craig

Last Name: Roussel

Email Address: craigr@bollingershipyards.com

CERTIFICATION STATEMENT

☒ I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, **Craig P. Roussel**

, approve the above information.



August 25, 2022

Parish President Gordon Dove
Attn: Ms. Tammy Triggs, Assistant Council Clerk
Terrebonne Parish Council
P.O. Box 2768
Houma, LA 70361

RE: Bollinger Houma Shipyards, LLC
Board of Commerce and Industry Approval Notice ("Notice")
Tax Exemption Application #20210244-ITE - \$961,331.00

Dear Parish President Dove:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, the Notice is hereby given that the above-referenced Tax Exemption Application for Bollinger Houma Shipyards, LLC, attached hereto along with the corresponding Exhibit A, was approved by the Board on Wednesday, August 24, 2022. Local governmental entities have thirty days from the date notice of the Board's approval is posted on LED's website to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,



Kristin Cheng
Program Administrator
Industrial Tax Exemption Program
(225) 342-2083
ITEP@la.gov

c: Assessor, Terrebonne Parish

NOTICE OF ACTION

Notice is hereby given to the Louisiana Department of Economic Development ("Department") of the following action by [INSERT ENTITY NAME] pursuant to §503(H)(1) of the Industrial Tax Exemption Program Rules:

_____ Industrial Tax Exemption Application #20210244-ITE has been placed on the agenda for a public meeting of [INSERT ENTITY NAME], notice of which is attached hereto, thus hereby requesting an additional 30 days to take action on the Application.

_____ [INSERT ENTITY NAME] has conducted a public meeting on Industrial Tax Exemption Application #20210244-ITE and voted to **APPROVE** the Application.

_____ [INSERT ENTITY NAME] has conducted a public meeting on Industrial Tax Exemption Application #20210244-ITE and voted to **DENY** the Application.

NOTICE OF THIS ACTION MUST BE GIVEN TO THE DEPARTMENT WITHIN THREE BUSINESS DAYS

Recommended methods of sending notice:

1. Via email to ITEP@la.gov
2. Via facsimile transmission to (225) 342-0142; Attn: Kristin Cheng
3. Via overnight delivery with tracking to:

Louisiana Economic Development
c/o Kristin Cheng
617 N. 3rd St.
11th Floor
Baton Rouge, LA 70802

Keith Hampton

From: Katherine Gilbert-Theriot <ktheriot@tpeda.org>
Sent: Friday, August 26, 2022 11:59 AM
To: Poole, Becki; Tammy Triggs
Cc: Breaux, Becky; Keith Hampton; Vickie Bourg
Subject: FROM TEDA: ITEP LOCAL NOTICE OF ACTION due by Sept. 24
Attachments: ITEP LOCAL NOTICE OF ACTION - Template.docx

Importance: High

External Sender

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

Hello my local governmental administrators:

For the most clarity we can have, I have confirmed the actions needed and associated dates for the Local Notice of Action.

In short:

Louisiana Board of Commerce & Industry approves a contract (meetings are every other month on a Wednesday)
Local governmental authorities have 30 days to return notice to Louisiana Economic Development of placing the item on a public agenda.
Returning the notice grants another 30 days for the official action to be taken and communicated back to LED.

In this case, for Bollinger ITEP #3010244, the item was approved Aug, 24, 2022:

1. Sept. 24 – the first deadline for returning the Notice of Action – this action can simply be scheduling for a board’s committee meeting, accompanied by that committee’s agenda. This notice can be returned anytime prior to Sept. 24 – immediately upon receipt of the email with an agenda to follow, or immediately after the agenda is published. This grants another 30 days for the official vote to be taken on the contract (whether approval or denial.)
 - a. If this notice is not received by Sept. 24, 2022, the contract will be presumed approved (by ITEP rules), and no action is necessary. (This is the initial 30-day period allowed at notification to the local governments.)
2. Oct. 24 – the deadline for returning Notice of Action (a second time) with approval or denial of the contract indicated. This document should be initialed when returned, and accompanied by a resolution (School Board), ordinance (Parish Council) or letter (Sheriff). This is the 30-day extension granted by returning the notice by Sept. 24, for a total of 60 days to consider and take action on the item locally.
 - a. If this notice and action statement is not received by Oct. 24, the Bollinger contract will be presumed approved without action by locals, in accordance with ITEP rules.

Therefore:

- The Parish Council committee introducing the new ordinance on Sept. 12, then holding public hearing and final vote on Sept. 28 gives ample time to return the final notice document with an executed ordinance.
- The School Board committee recommending the resolution on Sept. 20, then holding its public vote Oct. 4 also gives ample time to return the notice and associated documents.