

SEWERAGE & WATER BOARD OF NEW ORLEANS

FINANCE AND ADMINISTRATION COMMITTEE MEETING

WEDNESDAY, AUGUST 14, 2019

9:00 AM

6 2 5 S T . J O S E P H S T R E E T
2 ^{N D} F L O O R B O A R D R O O M

Lynes Sloss • Janet Howard
Joseph Peychaud • Ralph Johnson • Alejandra Guzman

FINAL AGENDA

1. **ROLL CALL**

2. **PRESENTATIONS**

- a. Chief Financial Officer's Report
- b. Presentation of Oak St. Pumping Station Rehabilitation Project

3. **ACTION ITEMS**

General Superintendent's Report

c. **Bids/Construction Contracts**

- Resolution (R-090-2019) Recommendation of Backflow Prevention Services, LLC. for Backflow Prevention and Cross Connection Control Management (Plumbing Dept)

d. **Change Orders**

- Resolution (R-105-2019) Ratification of Change Order No. 6 for Contract 6249 – Hazard Mitigation Grant Project – Design Build Retrofit Power Distribution Network (Vendor-GCCCI) (Dept-Elec Engr)
- Resolution (R-113-2019) Ratification of Change Order No. 1 for Contract 2130 – Water Main Point Repair, Water Service Connection, Water Valve and Fire Hydrant Replacement at Various Sites Throughout Orleans Parish (Vendor-Wallace C. Drennan) (Dept-Networks Administration)
- Resolution (R-115-2019) Ratification of Change Order No. 1 for Contract 3799 - New Installation of Sludge Dryer at the Eastbank Wastewater Treatment Plant (Vendor-IMC) (Dept-Operations)

- Resolution (R-117-2019) Ratification of Change Order No. 6 for Contract 1368 - Hazard Mitigation Grant Program – Rehabilitation of Oak Street Pumping Station (Vendor-MR Pittman) (Dept-Mech Engr)
- Resolution (R-118-2019) Ratification of Change Order No. 6 for Contract 1395 - Water Hammer Hazard Mitigation – Elevated Storage Tanks (Vendor-B&K Const) (Dept-Mech Engr)
- Resolution (R-136-2019) Ratification of Change Order No. 5 for Contract 1369 - Hazard Mitigation Grant Program- Emergency Fuel Storage Retrofit Power Plant (Vendor-Lou Con) (Dept-Elec Engr)
- Resolution (R-122-2019) Ratification of Change Order No. 1 for Contract 1406 – Sycamore Filter Gallery Structural and Filter Rehab at Filters No’s 13, 15, 18 & 27 (Vendor-IMC) (Dept-Mech Engr)
- Resolution (R-135-2019) Change Order No. 1 for Emergency Purchase of Five 25Hz Generator Sets (Vendor-ARCCO) (Dept-GSO)

e. Contract Amendments

- Resolution (R-073-2019) Ratification of Contract Amendment No. 2 for Professional Services Between the Sewerage and Water Board and Richard C. Lambert, LLC for Design and Engineering Services for the Waterline Replacement Program (JIRR)
- Resolution (R-074-2019) Ratification of Contract Amendment No. 2 for Professional Services Between the Sewerage and Water Board and Arcadis U.S., Inc for Design and Engineering Services for the Waterline Replacement Program (JIRR)
- Resolution (R-075-2019) Ratification of Contract Amendment No. 2 for Professional Services Between the Sewerage and Water Board and G.E.C., Inc. for Design and No. x
- Resolution (R-083-2019) Ratification of Contract Amendment No. 2 for Professional Services Between the Sewerage and Water Board and Neel Schaffer, Inc. for Design and Engineering Services for the Waterline Replacement Program (JIRR)
- Resolution (R-084-2019) Ratification of Contract Amendment No. 1 for Professional Services Between the Sewerage and Water Board and Royal Engineers and Consultants, LLC for Design and Engineering Services for the Waterline Replacement Program (JIRR)

- Resolution (R-085-2019) Ratification of Contract Amendment No. 2 for Professional Services Between the Sewerage and Water Board and Design Engineering for Design and Engineering Services for the Waterline Replacement Program (JIRR)
- Resolution (R-086-2019) Ratification of Contract Amendment No. 3 for Professional Services Between the Sewerage and Water Board and Rahman and Associates, Inc. for Design and Engineering Services for the Waterline Replacement Program (JIRR)
- Resolution (R-119-2019) Authorization of Amendment to Agreement for Services with Burk-Kleinpeter, Inc. for Program Management Services for Hurricane Katrina-Related Sewer Restoration Projects and in Connection with the 404 Sewer Hazard Mitigation Grant Program (Mech Engr)
- Resolution (R-124-2019) Authorization for Second Extension of Contract 8138- Furnishing Skilled and Unskilled Labor for Maintenance Services with the GEE CEE Company of Louisiana, Inc. (Facility Maintenance)

f. Cooperative Endeavor Agreement

- Resolution (R-125-2019) Cooperative Endeavor Agreement by and among the City of New Orleans and the Sewerage and Water Board and the New Orleans Redevelopment Authority for the Pontilly Drainage Project (Chief of Engineering)

g. Final Acceptance

- Resolution (R-116-2019) Final Acceptance for Contract 1397 – Final Acceptance and Close Out of Improvements to Michoud Water Tower
- Resolution (R-057-2019) Final Acceptance for Contract 1401 – Close Out, Requisition and Delivery of two pumps and one motor as per specifications at the New River Pumping Station
- Resolution (R-094-2019) Final Acceptance for Contract 2106 – Installation of New Water, Sewer and Drain Service Connections at various sites throughout Orleans Parish
- Resolution (R-033-2019) Final Acceptance for Contract 2133 – Reconciliation and Final Acceptance for Emergency Repair Contract for Winter Freeze (INGA) – Water Main Point Repair, Water Service Connection, Water Valve and Fire Hydrant Replacement at various sites throughout Orleans Parish.
- Resolution (R-034-2019) Final Acceptance for Contract 2134 – Reconciliation and Final Acceptance for Emergency Repair Contract for Winter Freeze (INGA) Water Main Point

Repair, Water Service Connection, Water Valve and Fire Hydrant Replacement at various sites throughout Orleans Parish

- Resolution (R-120-2019) Final Acceptance for Contract 30204 – Reconciliation and Final Acceptance- Restoration of Existing Gravity Flow Sanitary Sewers by Excavation and Replacement from Manhole to Manhole CIPP Lining of Service Laterals and Point Repairs at various sites throughout Orleans Parish
- Resolution (R-121-2019) Final Acceptance for Contract 5240 – Close Out of Contract, Drainage System Support Pump Repairs DPS 4 C/D/E.

4. CHIEF FINANCIAL OFFICER'S RECOMMENDATIONS

h. Action Items

- Resolution (R-131-2019) 2019 Pension Contributions
- Resolution (R-134-2019) Termination of the State Revolver Fund
- Resolution (R-133-2019) Issuance of \$25 million in DEQ EPA Funds
- Resolution (R-123-2019) 2017 Report on Operation
- Resolution (R-132-2019) Designating Executive Director as Authorized Officer of Sewerage and Water Board of New Orleans
- Resolution (R-139-2019)-Preliminary Approval for DEQ EPA Funds

i. Contract Amendments

- Resolution (R-130-2019) – Go Zone Amendment to the Cooperative Endeavor Agreement

5. INFORMATION ITEMS

- j. Preliminary June Financial Statement
- k. FEMA Report
- l. DBE Participation on Contracts
 - Bid Recommendations
 - Construction Review Committee
 - Staff Contract Review Committee
 - Final Acceptance of Construction Contracts with DBE Participation

6. EXECUTIVE SESSION

7. PUBLIC COMMENT

8. ADJOURNMENT

**GENERAL SUPERINTENDENT RECOMMENDATIONS
FOR THE AUGUST 14, 2019
FINANCE AND ADMINISTRATION COMMITTEE MEETING**

A listing of the bids, change orders, amendments and final acceptances received during the months of June and July is included in the following report. A brief summary is attached for your review.

BIDS/CONSTRUCTION CONTRACTS (1)

Item 1 – R-090-2019 – Recommendation of Backflow Prevention Services, LLC for Backflow Prevention and Cross Connection Control Management

CHANGE ORDERS (8)

Item 1 – R-105-2019 – Ratification of Change Order No. 6 for Contract 6249 – Hazard Mitigation Grant Program – Design Build Retrofit Power Distribution Network

Item 2 – R-113-2019 – Ratification of Change Order No. 1 for Contract 2130 – Water Main Point Repair, Water Service Connection, Water Valve and Fire Hydrant Replacement at Various Sites Throughout Orleans Parish

Item 3 – R-115-2019 – Ratification of Change Order No. 1 for Contract 3799 – New Installation of Sludge Dryer at the Eastbank Wastewater Treatment Plant

Item 4 – R-117-2019 – Ratification of Change Order No. 6 for Contract 1368 – Hazard Mitigation Grant Program – Rehabilitation of Oak Street Pumping Station

Item 5 – R-118-2019 – Ratification of Change Order No. 6 for Contract 1395 – Water Hammer Hazard Mitigation – Elevated Storage Tanks

Item 6 – R-136-2019 – Ratification of Change Order No. 5 for Contract 1369 – Hazard Mitigation Grant Program – Emergency Fuel Storage Retrofit Power Plant

Item 7 – R-122-2019 – Ratification of Change Order No. 1 for Contract 1406 – Sycamore Filter Gallery Structural and Filter Rehab at Filter No's 13, 15, 18, & 27

Item 8 – R-135-2019 – Change Order No. 1 for Emergency Purchase of Five Generator Sets

CONTRACT AMENDMENTS (9)

- Item 1 – R-073-2019 – Ratification of Contract Amendment No. 2 for Professional Services Between the Sewerage and Water Board and Richard C. Lambert, LLC for Design and Engineering Services for the Waterline Replacement Program
- Item 2 – R-074-2019 – Ratification of Contract Amendment No. 2 for Professional Services Between the Sewerage and Water Board and Arcadis U.S., Inc. for Design and Engineering Services for the Waterline Replacement Program
- Item 3 – R-075-2019 – Ratification of Contract Amendment No. 2 for Professional Services Between the Sewerage and Water Board and G.E.C., Inc for Design and Engineering Services for the Waterline Replacement Program
- Item 4 – R-083-2019 – Ratification of Contract Amendment No. 2 for Professional Services Between the Sewerage and Water Board and Neel Schaffer, Inc. for Design and Engineering Services for the Waterline Replacement Program
- Item 5 – R-084-2019 – Ratification of Contract Amendment No. 1 for Professional Services Between the Sewerage and Water Board and Royal Engineers and Consultants, LLC for Design and Engineering Services for the Waterline Replacement Program
- Item 6 – R-085-2019 – Ratification of Contract Amendment No. 2 for Professional Services Between the Sewerage and Water Board and Design Engineering, Inc. for Design and Engineering Services for the Waterline Replacement Program
- Item 7 – R-086-2019 – Ratification of Contract Amendment No. 3 for Professional Services Between the Sewerage and Water Board and Rahman and Associates, Inc. for Design and Engineering Services for the Waterline Replacement Program
- Item 8 – R-119-2019 – Authorization of Amendment to Agreement for Services with Burk-Kleinpeter, Inc. for program Management Services for Hurricane Katrina-Related Sewer Restoration Projects and in Connection with the 404 Sewer Hazard Mitigation Grant Program
- Item 9 – R-124-2019 – Authorization for Second Extension of Contract 8138-Furnishing Skilled and Unskilled Labor for Maintenance Services with the GEE CEE Company of Louisiana, Inc.

COOPERATIVE ENDEAVOR AGREEMENT (1)

- Item 1 - R-125-2019 - Cooperative Endeavor Agreement by and among the City of New Orleans and the Sewerage and Water Board and the New Orleans Redevelopment Authority for the Pontilly Drainage Project (Chief of Engineering)

CONTRACT FINAL ACCEPTANCE (7)

- Item 1 – R-116-2019 – Final Acceptance for Contract 1397 – improvements to Michoud Water Tower
- Item 2 – R-057-2019 – Contract 1401 – Requisition and Delivery of Two Pumps and One Motor as per Specifications at the New River Pumping Station
- Item 3 – R-094-2019 – Contract 2106 – Installation of New Sewer, Water and Drainage Service Connections at Various Sites Throughout Orleans Parish
- Item 4 – R-033-2019 – Contract 2133 – Emergency Repair Contract for Winter Freeze Event (inga) – Water Main Point Repair, Water Service Connection, Water Valve and Fire Hydrant Replacement at Various Sites Throughout Orleans Parish
- Item 5 – R-034-2019 – Contract 2134 – Emergency Repair Contract for Winter Freeze Event (inga) – Water Main Point Repair, Water Service Connection, Water Valve and Fire Hydrant Replacement at Various Sites Throughout Orleans Parish
- Item 6 – R-120-2019 – Contract 30204 – Restoration of Existing Gravity Flow Sanitary Sewers by Excavation and Replacement from Manhole to Manhole, CIPP Lining from Manhole to Manhole, CIPP Lining of Service Laterals and Point Repairs at Various Sites Throughout Orleans Parish
- Item 7 – R-121-2019 – Contract 5240 – Drainage System Support Pump Repair DPS 4 C/D/E

I, Robert Turner, P.E., General Superintendent,
Sewerage and Water Board of New Orleans, do hereby
certify that I have reviewed and approved the
General Superintendent's Recommendations
for the August 14, 2019
Finance and Administration Committee Meeting.

Robert Turner, P.E.,
GENERAL SUPERINTENDENT
SEWERAGE AND WATER BOARD OF NEW ORLEANS

GENERAL SUPERINTENDENT'S RECOMMENDATIONS

**BIDS/CONSTRUCTION
CONTRACTS**

REPORT ON BIDS/RFQS/CONSTRUCTION CONTRACTS

1. R-090-2019 – Recommendation of Backflow Prevention Services, LLC for Backflow Prevention and Cross Connection Control Management

Three firms submitted Statement of Qualifications on March 22, 2019 for the Backflow Prevention and Cross Connection Control Management Program. The three (3) firms are as follows:

1. All South Consulting, LLC
2. Backflow Prevention Services, LLC
3. Pivotal Engineering, LLC

An evaluation committee evaluated the three firms and all three were requested to submit formal proposals. Two firms submitted proposal on May 13, 2019. The two firms to submit proposal are as follows:

1. Backflow Prevention Services, LLC
2. Pivotal Engineering, LLC

The evaluation committee evaluated the two firms' proposals and scores were compiled by the Purchasing Dept. The evaluation committee recommends Backflow Prevention Services, LLC as the most qualified firm.

The base contract is for thirty (30) months with a not to exceed value of \$8,110,265.90 followed by three (3) one year renewal options for a maximum contractual period of five and one-half (5-1/2) years to develop a backflow prevention and cross connection control management program which shall meet the requirements established by Louisiana Department of Health. The cost of any of the renewal options will be negotiated prior to presentation to the Board for approval. The Plumbing Department projects the collections of \$8,850,000.00 in permit fees during this thirty (30) month base contract.

**RECOMMENDATION OF BACKFLOW PREVENTION SERVICES, LLC. FOR
BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL
MANAGEMENT**

WHEREAS, the Sewerage & Water Board of New Orleans (SWBNO) remains dedicated to distributing safe drinking water to the City of New Orleans in accordance with Safe Drinking Water Act (SDWA) requirements; and,

WHEREAS, backflow prevention and cross connection control management will protect the water produced and distributed by SWBNO from potential contamination by ensuring compliance with the containment practices and maintenance field testing requirements of the Louisiana Department of Health (LDH) pursuant to Title 51 of the Louisiana Administrative Code (LAC 51:XII.344); and,

WHEREAS, a request for qualifications (RFQ) for backflow prevention and cross connection control management was advertised to the public on March 6, 2019 wherein a ten percent (10%) SLDBE participation goal was included; and,

WHEREAS, three firms (All South Consulting, LLC, Backflow Prevention Services, LLC, and Pivotal Engineering, LLC) submitted statements of qualifications on March 22, 2019; and,

WHEREAS, an evaluation committee evaluated the three firms' statements of qualifications and scores were compiled by the Purchasing Department, see attached RFQ tabulation; and,

WHEREAS, formal proposals (RFP) were requested from the qualified vendors on May 8, 2019 and two proposals were received on May 13, 2019; and,

WHEREAS, an evaluation committee evaluated the two firms' proposals (Backflow Prevention Services, LLC and Pivotal Engineering, LLC) and scores were compiled by the Purchasing Department, see attached RFP tabulation; and,

WHEREAS, the evaluation committee recommends Backflow Prevention Services LLC (BPS), as the most qualified firm, for a not to exceed \$8,110,265.90 thirty (30) month base contract followed by three (3) one year renewal options for a maximum contractual period of five and one-half (5-1/2) years to develop a backflow prevention and cross connection control management program which shall meet the requirements established by LDH, and the cost of any of the renewal options will be negotiated prior to presentation to the Board for approval; and,

WHEREAS, the Plumbing Department projects the collection of \$8,850,00.00 in plumbing permit fees during this thirty (30) month base contract time period; and,

WHEREAS, the Plumbing Department shall hire staff and assume program management of backflow prevention and cross connection control by 2022; and,

NOW, THEREFORE, BE IT RESOLVED, that the President or President Pro Tem shall be authorized to execute a thirty (30) month agreement with BPS for the above backflow prevention and cross connection control management services for a not to exceed amount of \$8,110,265.90.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true
and correct copy of a Resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS PROFESSIONAL SERVICES FACT SHEET



ACTION REQUESTED

CONTRACT AWARD

Backflow Prevention Services, LLC

Approval of recommendation to award backflow prevention and cross connection control management contract.

CONSULTANT/SUBCONSULTANT INFORMATION

PRIME:	SUBS:	DBE PARTICIPATION GOAL:
Backflow Prevention Services, LLC	Pivotal Engineering, LLC	10%

DESCRIPTION AND PURPOSE

Estimated Contract Value:	\$ 8,110,265.90
Previous Amendments Value:	\$ 0.00
Current Amendment Value:	\$ 0.00
Proposed Base Contract Period:	30 months
No. of Option Years in Contract:	3 one-year renewals
Not to exceed Contract Value:	\$ 8,110,265.90*
Projected revenue from fees collected	
during the base contract period:	\$ 8,850,000.00

*Annual budget impacts detailed in GSO Recommendations

Purpose and Scope of the Contract:

The main purpose of this contract is for the S&WB to establish a backflow prevention and cross connection program that will protect the water produced and distributed by S&WB from potential contamination by ensuring compliance with the containment practices and maintenance field testing requirements of the Louisiana Department of Health (LDH) pursuant to Title 51 of the Louisiana Administrative Code (LAC 51:XII:344).

Reason for Award:

In order to address compliance of our Water Distribution System pursuant to Title 40 of the Code of Federal Regulations (40 C.F.R. §§141.723 (b)) and Title 51 of the Louisiana Administrative Code (LAC 51:XII.344), the Sewerage and Water Board of New Orleans will need to establish and implement a backflow prevention and cross-connection control management program. The comprehensive plan will address containment (protection downstream of the meter) and isolation (protection at the point of use) practices in accordance with LDH regulations and the International Plumbing Code (IPC) standards. This plan of action requires that a customer service inspection be completed by a certified professional approved by the State Plumbing Board of Louisiana (SPBLA) on every business and required residential dwellings within Orleans Parish.

PROCUREMENT INFORMATION

Contract Type:	Not to exceed Amount	Award Based On:	RFQ/RFP
Commodity:	Professional Services	Contract Number:	NA
Contractor Market:	Open Market		

BUDGET INFORMATION

Funding:	Operations and Maintenance	Department:	Plumbing Department
System:	Water	Department Head:	Jay Arnold

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer		
Water (Operations and Maintenance)	100%	\$8,110,265.90
Drainage		
Grant		
Other – FEMA (WLRP)		
TOTAL ESTIMATED DOLLAR AMOUNT OF AMENDMENT		\$8,110,265.90

M. Ron Spooner, P.E.
Chief of Engineering



SEWERAGE AND WATER BOARD

Inter-Office Memorandum

Date: 8/5/19

From: Jay Arnold *for* *mfj*
Chief of Plumbing

Via: Robert Turner
General Superintendent

To: Ghassan Korban
Executive Director

Re: Backflow Prevention Compliance and Requirements

I am requesting your signature for the attached backflow prevention award resolution, R-090-2019, in order to address compliance of our Water Distribution System pursuant of Title 40 of the Code of Federal Regulations (40 C.F.R. §§141.723 (b)) and Title 51 of the Louisiana Administrative Code (LAC 51:XII.344). The estimated cost for this program through December 2019 is \$ 414,000, a total of \$8,110,265.90 through February 2022. Attached please find the supporting documents from the Chief of Plumbing recommending approval of the Contract for Professional services to be performed by Backflow Prevention Services, LLC for Backflow Prevention and Cross-Connection Control Management Program.

Background

In order to address compliance of our Water Distribution System pursuant to Title 40 of the Code of Federal Regulations (40 C.F.R. §§141.723 (b)) and Title 51 of the Louisiana Administrative Code (LAC 51:XII.344), the Sewerage and Water Board of New Orleans will need to establish and implement a backflow prevention and cross-connection control management program. The comprehensive plan will address containment (protection downstream of the meter) and isolation (protection at the point of use) practices in accordance with LDH regulations and the International Plumbing Code (IPC) standards. This plan of action requires that a customer service inspection be completed by a certified professional approved by the State Plumbing Board of Louisiana (SPBLA) on every business and required residential dwellings within Orleans Parish.

On November 30, 2017, SWBNO was issued Notification of Violations pertaining to our Water Distribution System 40 C.F.R. §§141.723 LAC 51:XII.344. On October 29, 2018, the Louisiana Department of Health issued SWBNO a time extension until June 6, 2019.

On June 5, 2019, SWBNO requested LDH grant another time extension until May 31, 2022 for SWBNO to immediately establish a backflow prevention program to address backflow prevention and cross-connection control issues. On July 26, 2019, LDH denied SWBNO's request for time extension as requested. On July 31, 2019, SWBNO requested LDH grant another time extension until May 31, 2022 providing additional information regarding schedule. On July 31, 2019, LDH granted a time extension until October 31, 2019 at which time, SWBNO will provide a progress report to LDH regarding the status of the program.

Solicitation

A request for qualifications (RFQ) for backflow prevention and cross connection control management was advertised to the public on March 6, 2019 wherein a ten percent (10%) SLDBE participation goal was included. Firms were allowed to submit questions through March 20, 2019. The deadline for submission of qualifications was March 22, 2019. Three firms submitted qualifications (All South Consulting, LLC, Backflow Prevention Services, LLC, and Pivotal Engineering, LLC). Qualifications were independently scored by a 6-member selection committee comprised of engineers, plumber, and other water and project management professionals. The evaluation committee read their scores on April 9, 2019 at 11: 00 am. The highest scoring firm was Backflow Prevention Services with a score of 432. The second highest qualified was All South Consulting LLC with a score of 235. The third highest qualified was Pivotal Engineering LLC with a score of 202.

Request for proposals (RFP) were requested from the qualified vendors on May 8, 2019 and two proposals (Backflow Prevention Services, LLC and Pivotal Engineering, LLC) were received on May 13, 2019. An evaluation committee evaluated the two firms' proposals and scores were compiled by the Purchasing Department. The highest scoring firm was Backflow Prevention Services with a score of 444. Pivotal Engineering LLC had a score of 239.

The highest scoring firm, being the highest qualified, Backflow Prevention Services is recommended for award of a contract to obtain compliance of federal and state regulations, for a not to exceed \$8,110,265.90 thirty (30) month base contract followed by three (3) one year renewal options for a maximum contractual period of five and one-half (5-1/2) years to develop a backflow prevention and cross connection control management program which shall meet the requirements established by LDH, and the cost of any of the renewal options will be negotiated prior to presentation to the Board for approval.

Budget

In 2010, the Board of Directors for SWBNO adopted fee changes for permits **R-202-2009**, based on neighboring City rates. A fee for submitting Backflow Test Reports were adopted at a rate of \$50.00. To install new, or to relocate a testable assembly, a registered

licensed contractor must file a Plumbing Permit to perform said work at a minimum rate of \$50.00.

The SWBNO system serves customers in a primarily urban area. The water system has 134,972 metered service connections of which approximately 17,513 are nonresidential customers. Currently, the SWBNO receives a permit fee of \$50 per backflow test report and an additional fee of \$50 for new installation inspection.

A statement from the Water Department of San Antonio, Texas reported 160,000 testable assemblies identify from 550,000 accounts, or 30%. Based on San Antonio's survey results, SWBNO estimates to identify 50,000 testable assemblies for the City of New Orleans.

To establish a Backflow Prevention and Cross-Connection Control Program, the SWBNO will contract with Backflow Prevention Services (BPS). The estimated cost for this thirty (30) month contractual agreement is \$8,110,265.90. The estimated cost for this program through December 2019 is \$ 414,584.06. The Plumbing Department projects the collection of \$8,850,00.00 in plumbing permit fees during this thirty (30) month base contract time period. SWBNO Plumbing Department estimates a credit to the operating budget of \$739,734.10 that would allow the Plumbing Department to hire staff to accommodate the management of this turn-key program.

The Plumbing Department shall assume program management of backflow prevention and cross connection control by 2022.

2019 Budget

SWBNO expects that no fees will be collected for this program and that the startup costs will be complete capital budget at an amount of \$414,584.06 through the end of the 2019 fiscal year.

2020 Budget

In 2020, BPS fees are projected to be \$3,358,292.08. The Plumbing Department will seek this amount from the Capital Budget. SWBNO anticipates to collect \$2,650,000.00 in plumbing permit and annual fees: \$1,500,000.00 for an estimated 30,000 backflow prevention devices to be identified by Backflow Prevention Services requiring an annual test report (\$50/each); 40% of which will be inspected in good condition, requiring no additional fees; 60% (18,000) of which will require \$50 permit fee for new assemblies or relocation (credit of \$900,000); and another 5,000 will require \$50 permit fee due to nontestable devices (credit of \$250,000). The Plumbing Department projects the actual cost to the Board after credits are applied will be \$708,292.08.

2021 Budget

In 2021, SWBNO anticipates to collect \$3,550,000.00 in plumbing permit and annual fees: \$2,400,000.00 for the existing 30,000 backflow prevention devices and an additional 18,000 newly identified by Backflow Prevention Services requiring an annual test report (\$50/each); 37.5% (18,000) of which will require \$50 permit fee for new

assemblies or relocation (credit of \$900,000); and another 5,000 will require \$50 permit fee due to non-testable devices (credit of \$250,000). The Plumbing Department projects the actual cost to the Board after credits are applied will be \$186,949.48.

2022 Budget

In 2022, SWBNO anticipates to collect \$2,650,000.00 in plumbing permit and annual fees: \$2,500,000.00 for the existing 48,000 backflow prevention devices and an additional 2,000 newly identified by Backflow Prevention Services requiring an annual test report (\$50/each); 37.5% (18,000) of which will require \$50 permit fee for new assemblies or relocation (credit of \$900,000); and another 5,000 will require \$50 permit fee due to non-testable devices (credit of \$250,000). The Plumbing Department projects a credit of \$2,049,559.72. It is at this time the Plumbing Department will need this income to support new staff to accommodate the management of the Backflow Prevention and Cross-Connection Control Program.

Based upon the recommended proposal, the estimated cost for this thirty (30) month contractual agreement is \$8,110,265.90. The estimated cost for this program through December 2019 is \$ 414,584.06.

I would appreciate you forwarding this request to the attention of the appropriate committees of the Board for their consideration and approval.

APPROVED:



Robert Turner, P.E.
General Superintendent
Cc: Dexter Joseph, Budget
Legal Department
Alvin Porter, EDBP
Patti Wallace, Procurement

Budget for Backflow Prevention and Cross-Connection Control Management

2019

Consultant's Fees					\$	(414,584.06)
Estimated Plumbing Revenue to be Collected					\$	-
2019 Total					\$	(414,584.06)

2020

Consultant's Fees						\$	(3,358,292.08)
Estimated Plumbing Revenue to be Collected		<u>Number</u>	<u>Fees</u>				
Annual Test Reports Filed		30,000	\$ 50.00	\$	1,500,000.00		
New Testable Assemblies and/or Relocation		18,000	\$ 50.00	\$	900,000.00		
Non-Testable Devices		5,000	\$ 50.00	\$	250,000.00		
2020 Total						\$	(708,292.08)

2021

Consultant's Fees						\$	(3,736,949.48)
Estimated Plumbing Revenue to be Collected		<u>Number</u>	<u>Fees</u>			\$	3,550,000.00
Annual Test Reports Filed		48,000	\$ 50.00	\$	2,400,000.00		
New Testable Assemblies and/or Relocation		18,000	\$ 50.00	\$	900,000.00		
Non-Testable Devices		5,000	\$ 50.00	\$	250,000.00		
2021 Total						\$	(186,949.48)

2022

Consultant's Fees						\$	(600,440.28)
Estimated Plumbing Revenue to be Collected		<u>Number</u>	<u>Fees</u>			\$	2,650,000.00
Annual Test Reports Filed		50,000	\$ 50.00	\$	2,500,000.00		
New Testable Assemblies and/or Relocation		2,000	\$ 50.00	\$	100,000.00		
Non-Testable Devices		1,000	\$ 50.00	\$	50,000.00		
2022 Total						\$	2,049,559.72

Overall Cost of the Backflow Prevention

and Cross-Connection Management Program						\$	739,734.10
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GENERAL SUPERINTENDENT'S RECOMMENDATIONS

CHANGE ORDERS

REPORT ON CHANGE ORDERS

1. **R-105-2019 – Ratification Of Change Order No. 6 For Contract 6249 – Hurricane Katrina Grant Project – Design Build Retrofit Power Distribution Network**

This change order represents five (5) work items, Field Change Orders 21 through 25. These changes include FDR 406 Flowable Fill, FDR 404 Howard Ave Manhole Reconstruction, Grounding Wire Additional Footage, 506 Annex 3M Dead End Splice Materials and Bayou St. John Bridge Attachment System

The total cumulative change orders amount to date is \$1,653,169.69 which represents 6% of the original contract value, bringing the total cumulative contract value to \$29,451,556.42 and a total contract time of 1,521 days. The DBE Participation Goal is 15%.

2. **R-113-2019 – Ratification of Change Order No. 1 for Contract 2130 – Water Main Point Repair, Water Service Connection, Water Valve and Fire hydrant Replacement at Various Sites Throughout Orleans Parish**

This change order provides for additional funds for the payment of work on this contract from May 2019 up to the contract renewal starting date of July 9, 2019. During the normal contract period of July 9, 2018 to July 9, 2019, there were several major water repairs performed on an emergency basis that were unforeseen and unbudgeted.

This change order in the amount of \$631,000.00 represents 8.1% of the original contract and renewal value of \$7,774,040.00. The required DBE participation goal on this contract is 38% and will remain unchanged through this approved change order.

3. **R-115-2019 – Ratification of Change Order No. 1 for Contract 3799 – Installation of Sludge Dryer at the Eastbank Wastewater Treatment Plant**

This Change Order represents the work associated with the replacement of two corroded steel beams discovered during the demolition phase of the project because they were hidden under deck plating and stored equipment.

This change order in the amount of \$3,102.80 represents 0.08% of the original contract value of \$3,667,900.00. The required DBE participation goal on this contract is 11% and will remain unchanged through this approved change order.

4. **R-117-2019 – Ratification of Change Order No. 6 for Contract 1368 – Hazard Mitigation Grant Program – Oak Street Pumping Station**

This Change Order represents seven (7) work items - Field Change Orders 36 and 40 through 45. These changes include motor starters and space heaters power, Valve 28 utility re-routes and vault changes, project delay time and costs, 20" mud line repair, 48" raw water line joint repair and additions to MCC and MTM switchgear and acceleration cost.

This change order in the amount of \$1,228,610.03 represents 5.3% of the original contract value of \$23,092,500.00. The required DBE participation goal on this contract is 15% and will remain unchanged through this approved change order.

5. **R-118-2019 – Ratification of Change Order No. 6 for Contract 1395 – Water Hammer Hazard Mitigation – Elevated Storage Tanks**

This Change Order consists of changes to the contract due to delays to the critical path construction schedule while awaiting an outage at the Panola site, adding geo-grid to stabilize the gravity block wall, uncovering and excavating 48"x24" tapping sleeve at Panola site for emergency waterline work, pressure sensor installation in Panola Pump Station for future SCADA connection, additional T&M related to Claiborne parking lot work, adding valve operation platforms and chain wheels to both towers, splicing and re-routing Feeder 506 at Panola site, adding a hatch to the vault at Claiborne sidewalk, modifying Panola tower drain, replacing a breaker in Panola switchgear, and modifying drawbar loop detectors in Claiborne parking lot

This change order in the amount of \$249,127.69 represents 0.7% of the original contract value of \$33,570,152.00. The required DBE participation goal on this contract is 5% and will remain unchanged through this approved change order.

6. **R-136-2019 – Ratification of Change Order No. 5 for Contract 1369 – Hazard Mitigation Grant Project Emergency Fuel Storage Retrofit Power Plant, Main Water Purification Plant Power Complex**

This change order represents five FCO's consisting of reworking of pipe supports, relocation of construction trailer, installation of valve box, additional gate valves and remediation and clean-up of existing oil inside the berm area.

This change order in the amount of \$63,282.74 represents 0.08% of the original contract value of \$7,486,250.00. The required DBE participation goal on this contract is 36% and will remain unchanged through this approved change order.

7. **R-122-2019 – Ratification of Change Order No. 1 for Contract 1406 – sycamore Filter Gallery Structural and Filter Rehab at Filters 13, 15, 18 and 27**

This change order represents additional work associated with furnishing galvanized steel pipe hangers and pipe saddles, repairing various leaks, installing 900 linear feet of stainless steel tubing and applying a credit back to the S&WB for work performed by S&WB staff; and.

This change order represents a credit back to the S&WB in the amount of \$23,804.95. The required DBE participation goal on this contract is 20% and will remain unchanged through this approved change order.

8. **R-135-2019 – Change Order No. 1 for Emergency Purchase of Five Generator Sets**

This change order represents a settlement agreement between S&WB and ARCCO for two outstanding scope changes on this project. The first scope change was related to the delayed freight charges experienced by ARCCO when delivering the EMD units to the Carrollton Water Plant site. The second and final issue was related to the performance testing of EMD-1 which required a second performance test major repairs were completed in late 2018. This change order constitutes a full settlement in the matters set forth herein, including all direct and indirect costs for equipment, manpower, overhead, profit and delay. This settle is also limited to and applies to any claims arising out of or in account if matters described and set forth in this agreement.

This settlement change order is in the amount of \$180,000.00 represents 1.5% of the original contract value of \$11,878,409.09.

RATIFICATION OF CHANGE ORDER NO. 6 FOR CONTRACT 6249 – HAZARD MITIGATION GRANT PROJECT – DESIGN BUILD RETROFIT POWER DISTRIBUTION NETWORK

WHEREAS, the Sewerage and Water Board (Board) entered into Contract 6249 with Grady Crawford Construction Co., Inc in the amount of \$27,798,386.73 for HMGP FEMA funded Design Build Retrofit Power Distribution Network at the Carrollton Water Purification Plant., and;

WHEREAS, the Board by Resolution R-088-2017 approved on June 19, 2019 Contract Change Order No. 1 increasing the contract value by \$286,171.77; and,

WHEREAS, the Board by Resolution R-089-2019 approved on June 19, 2019 Contract Change Order No. 2 increasing the contract value by \$86,929.40; and,

WHEREAS, the Board by Resolution R-146-2017 approved on November 15, 2017 Contract Change Order No. 3 increasing the contract value by \$156,102.92; and,

WHEREAS, the Board by Resolution R-017-2019 approved on February 20, 2019 Contract Change Order No. 4 increasing the contract value by \$655,667.24; and,

WHEREAS, the Board by Resolution R-099-2019 approved on June 19, 2019 Contract Change Order No. 5 increasing the contract value by \$319,498.68; and,

WHEREAS, this change order represents five (5) work items, Field Change Orders 21 through 25. These changes include FDR 406 Flowable Fill, FDR 404 Howard Ave Manhole Reconstruction, Grounding Wire Additional Footage, 506 Annex 3M Dead End Splice Materials and Bayou St. John Bridge Attachment System; and,

WHEREAS, this Change Order, in the amount of \$148,799.68, brings the accumulated Contract change order total to \$1,653,169.69, or 5.95% of the original Contract value, and

NOW THEREFORE BE IT RESOLVED, that Change Order No. 6 for Contract 6249 is hereby authorized by the Sewerage and Water Board of New Orleans.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS CONTRACTOR FACT SHEET



ACTION REQUESTED

CONTRACT 6249 - CHANGE ORDER 6 - RATIFICATION

Approval to ratify contract #6249 CO #6 in the amount of \$148,799.68.

CONTRACTOR/SUB/VENDOR INFORMATION (FROM ORIGINAL BID)

PRIME:	SUBS:	DBE PARTICIPATION GOAL:
Grady Crawford Construction Co., Inc.	Baker Ready Mix, LLC	2.00%
	Balthazar Enterprises	17.0%
	Three C's Properties, Inc.	4.00%
	Landrieu Concrete & Cement Industries	0.37%
	Traffic Control Products of Louisiana	0.19%
	Purnell Construction	0.43%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$27,798,386.73
Previous Change Orders Value:	\$1,504,370.01
Current Change Order Value:	\$148,799.68
Original Contract Duration:	6/15/15 to 8/14/19 (1,521 Days)
Time Extensions Authorized	4 Days
Additional time Requested:	0 Days
No. of Option Years in Contract:	N/A
Total Revised Value of Contract:	\$29,451,556.42

Purpose and Scope of the Contract:

The Original scope of this contract was for the design and rehabilitation of several S&WB electrical distribution feeders within the eastbank of Orleans Parish.

Reason for Change Order:

This change order represents five field change orders consisting of the following:

1. FCO 21 – Installation of flowable fill as backfill for FDR 406 located within DOTD's Right of Way. The DOTD flowable fill requirement was not part of the original scope of work and was mandated specifically for the Feeder 406 construction on Broad St.
2. FCO 22 - Reconstructing an existing electrical manhole located at Howard Ave in conjunction with the rehabilitating FDR 404.
3. FCO 23 – Additional linear footage of 4/0 grounding copper wire required for the rehabilitation of FDR 404.
4. FCO 24 – Material costs associated with providing a 3M Modular Splice Dead End and Adapter Kit required to cut and cap the existing FDR 506 leg located in the switchgear at DPS No. 3.
5. FCO 25 – Installation of a new 4-way x 5" rigid conduit bridge attachment system across Bayou St. John's Bridge at the intersection of Desaix Blvd and Wisner Blvd.

Spending Previous Years:

Cumulative Contract Value: N/A

Cumulative Contract Spending: N/A

Contractor's Past Performance:

Not applicable for this contract at this time.

PROCUREMENT INFORMATION


Contract Type:	Base Bid	Award Based On:	Lowest Competitive bid;
Commodity:	Public Works Construction	Contract Number:	6249
Contractor Market:	Public Bid with DBE participation		

BUDGET INFORMATION

Funding:	Capital Program 375	Department:	Mechanical Engineering
System:	S/W/D	Department Head:	Celso Antunez

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer		
Water		
Drainage		
Grant – 404 HMGP		\$148,799.68
Other		
TOTAL ESTIMATED DOLLAR AMOUNT OF Change Order		\$148,799.68



M. Ron Spooner, P.E.
Chief of Engineering



Sewerage & Water Board

Inter-Office Memorandum

Date: August 4, 2019

From: M. Ron Spooner, P.E.
Chief of Engineering

Via: Bruce Adams, P.E.
Deputy General Superintendent

Via: Robert Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: Hazard Mitigation Grant Contract 6249 – DESIGN BUILD RETROFIT POWER DISTRIBUTION NETWORK

Enclosed please find a recommendation from the Chief of Engineering for approval of Change Order No. 6 for the above contract.

The awarded Construction cost for this Contract was \$27,798,386.73 and construction commenced upon the date of the "Commencement of Contract Time" letter dated June 15, 2015. The projected Substantial Completion date was July 26, 2019. The required DBE participation on this Contract is 15.0% and the current participation is 18.4%.


This Change Order is in the amount of \$148,799.68 represents 0.54% of the original bid amount and brings the cumulative total Change Orders to \$1,653,169.69. Funds for this Change Order are available through the Hazard Mitigation Grant.

This change order is comprised of the following **five** field change orders:

FCO Number	Description	Amount
21	FDR 406 Flowable Fill Required by DOTD	\$50,873.14
22	FDR 404 Howard Ave Manhole Reconst	\$14,446.33
23	Grounding Wire Additional Footage	\$32,961.89
24	506 Annex 3M Dead End Splice Materials	\$2,517.43
25	Bayou St. John Bridge Attachment System	\$48,000.89


I would appreciate you forwarding this to the attention of the appropriate committees of the Board for consideration and approval.

APPROVED:

 08/05/2019

Bruce Adams, P.E.
Deputy Director of Engineering and Construction

APPROVED:



Robert Turner, P.E.
General Superintendent

cc: Christopher Bergeron
Purchasing Dept

Rosita Thomas
Legal Dept

SCOPE OF CHANGES
HAZARD MITIGATION GRANT PROJECT
CONTRACT 6249
(Change Order NO. 6)

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

Item #	FCO#	Detailed Description	Units	Unit Price	Quantity	Amount	Days	Comments
1	21	FDR 406 Flowable Fill	1	\$50,873.14	1	\$50,873.14	0	Eligibility to be determined by S&WB
2	22	FDR 404 Howard Ave Manhole Reconstr	1	\$14,446.33	1	\$14,446.33	4	Eligibility to be determined by S&WB
3	23	Grounding Wire Additional Footage	1	\$32,961.89	1	\$32,961.89	0	Eligibility to be determined by S&WB
4	24	506 Annex 3M Dead End Splice Materials	1	\$2,517.43	1	\$2,517.43	0	Eligibility to be determined by S&WB
5	25	Bayou St. John Bridge Attachment System	1	\$48,000.89	1	\$48,000.89	0	Eligibility to be determined by S&WB
TOTAL						\$148,799.68	4	

Contract DBE% Goal	15.0%
Current attained DBE%	18.4%

Original	\$27,798,386.73
Amount of previous Change Orders	\$ 1,504,370.01
Amount this Change Order	\$148,799.68
Change Orders to date	\$ 1,653,169.69
REVISED CONTRACT AMOUNT	\$ 29,451,556.42

Original Contract Days	BASE
Days Previously Added	1095
Days this Change Order	422
Days Added to date	4
REVISED CONTRACT DAYS	426
	1521

% OF ORIGINAL CONTRACT AMOUNT

This Change Order	0.54%
Previous Change Order	5.41%
TOTAL TO DATE	5.95%

Work Order Date	6/15/2015
Contract Final Completion Date	8/14/2019

It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price. It is further agreed that the Contract DBE% will be maintained throughout this Change Order. This Change Order constitutes a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, overhead, profit and delay. This settlement also is limited to and applies to any claims arising out of or in account of the matters described and set forth in this agreement.

Recommended By:

Celso Antunez, S&WB Project Manager

Date:

Proposed By:

Gaby Crawford Construction Company, Inc.

Date:

Approved By:

M. Ren Spooner, S&WB Chief of Engineering

Date: 7/18/2019

Date: 8/14/2019

Sewerage & Water Board of New Orleans: Change Order 2019 Approval Form

Contract # 6249 P/O# _____

Date: 7/17/19

Project Name: Hazard Mitigation Grant Project - Retrofit Power Distribution Network Design Build Job/Project # 6249

Reason for Change Order: Change Order #6 consist of five work items, Field Change Orders FCO-021 to FCO-025

Change Order Amount: \$148,799.68 Contract Amount Prior To Change Order: \$29,302,756.74

Original Contract Amount: \$27,798,386.73 Total Spent to Date: \$28,510,374.95

PW#: GRANT DR-1603-LA Vendor: GRADY CRAWFORD CONSTRUCTION COMPANY, INC.

C. P. Item # _____ / _____ % C. P. Item # _____ / _____ % C. P. Item # _____ / _____ %

Source of funding for Change Order:

System Funds: \$ _____ Bonds: \$ _____ FEMA: \$ _____ Anticipated FEMA: \$148,799.68

Total Funding: \$148,799.68

FUND Code _____ ORGN Code _____ ACTIVITY Code _____ OBJECT Code _____

Total Project Investment to Date: (Place total amount of contracts on projects)

- Survey Phase \$ N/A
- Design Phase \$ 1,657,809
- Testing Phase \$ N/A
- Value of A/E Contract for this work to Date: \$ 320,763.85 (Bidding Services)
- Construction Contract Value to Date: \$ 28,287,342
- Value of Project Management to Date: \$ 432,454
- Value of Construction Admin to Date: \$ 210,699
- Value of other Professional Services to Date: \$ 704,793 (Inspection)
- Total Investment to Date: \$31,613,560.85

RECORDATION

- Is this change order more than 10% of the original contract and more than \$100,000? ☐ Yes ☒ No
- Does this change order put the total % of change orders above 20% of the original contract and is it more than \$100,000? ☐ Yes ☒ No
- If the answer is yes to either one of these questions recordation is required by state law within 30 days. If the original contract and/or previous change orders have not yet been recorded they must be recorded at this time.

VENDOR SELECTION AND DBE INFORMATION

- Type of Procurement Used: [Should always be RFP for amendments.]
- Local Vendor: ☒ Yes ☐ No
- DBE: ☒ Yes ☐ No. If Yes, % 15

Sewerage & Water Board of New Orleans: Change Order **2019** Approval Form

ACTION CRITICAL

Objective consideration of alternatives: Describe other actions considered. If none, explain why

- I recommend approval for the above project (*If not recommending for approval, please indicate a reason below, and return this to the previous signatory*)

Date: _____

- Level Two (2) Project Manager, S&WB, Engineering Department

Requested Response Date: / /



Date: 8/5/19

- Level One (1) Manager, S&WB, Engineering Department

Requested Response Date: / /



Date: 8/5/19

- Deputy Director, General Superintendent, S&WB, Engineering Department

Requested Response Date: / /



Date: 08/05/2019

- James Annaccone, Fiscal Manager, PDU

Requested Response Date: / /

Date: _____

- Executive Director, S&WB

Requested Response Date: / /

Date: _____

- Director of Procurement, S&WB

Requested Response Date: / /

Date: _____

RATIFICATION OF CHANGE ORDER NO. 1 FOR CONTRACT 2130 – WATER MAIN POINT REPAIR, WATER SERVICE CONNECTION, WATER VALVE AND FIRE HYDRANT REPLACEMENT AT VARIOUS SITES THROUGHOUT ORLEANS PARISH

WHEREAS, the Sewerage and Water Board (Board) of New Orleans awarded Contract 2130 (authorized by Resolution R-065-2018) with Wallace C. Drennan Inc. in the amount of \$3,887,040.00; and,

WHEREAS, the Board by Resolution R-113-2019 approved on June 19, 2019 the renewal option for Contract 2130 in the amount of \$3,887,040.00, which brought the total contract value to \$7,774,080.00 and extended the Contract to July 9, 2020; and,

WHEREAS, the ratification of Change Order No. 1 is required due to the original Contract amount having been achieved in May of 2019 and prior the Contract end date of July 9, 2019; and,

WHEREAS, additional funds to pay for the remaining duration of this contract were provided by Field Change Order No. 1 in the amount of \$631,000.00 to cover work performed by the Contractor up until commencement of the Renewal period starting on July 9, 2019; and,

WHEREAS, the Contract budget was expended earlier due to Emergency Repair Services performed at the request of the S&WB for the following projects:

- Emergency repair services on a broken 30-inch Water Main at Earhart Blvd. and Magnolia St. for the amount of \$108,894.13; and,
- Emergency repair services on a broken 36-inch Water Main at the intersection of Panola St. and Leonidas St. for the amount of \$779,690.01; and,
- Emergency repair services on a broken 24-inch Water Main at the intersection of Burgundy and Reynes for the amount of \$102,909.93; and,
- Emergency repair services on a broken 16-inch Water Main at the intersection of Diana and Elmira for the amount of \$72,000.00; and,

WHEREAS, this Change Order No. 1, in the amount of \$631,000.00, represents 8.1% of the Original Contract and Renewal value, bringing the total Contract value to \$8,405,080.00; and,

NOW THEREFORE BE IT RESOLVED, the approval of Change Order No. 1 for Contract 2130 is hereby ratified by the Sewerage and Water Board of New Orleans.

I, Ghassan Korban, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS CONTRACTOR FACT SHEET



ACTION REQUESTED

CONSTRUCTION SERVICES AMENDMENT - RATIFICATION

Networks Services

Approval for Change Order #1 of Water Operations and Maintenance Contract 2130

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME:	SUBS:	DBE PARTICIPATION GOAL:
Wallace C. Drennan Inc.	C&M Construction Group Inc. Choice Supply Solutions Prince Dump Truck Services	25.98% 5.15% 5.16%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$3,887,040.00
Previous Amendments Value:	\$3,887,040.00 (Renewal-July 9, 2019 - July 9,2020)
Current Amendment Value:	\$631,000.00 (Change Order No. 1)
Original Contract Dates:	7/9/2018 to 7/9/2019
Time Extensions Authorized:	365 Days per Renewal
Additional time Requested:	zero
No. of Option Years in Contract:	2
Total Revised Value of Contract:	\$8,405,080.00

Purpose and Scope of the Contract:

The purpose of this contract is to repair water mains, water service connection, water valve, and fire hydrant replacement at various sites throughout Orleans Parish.

Reason Change Order:

The purpose of this request for Change Order No. 1 in the amount of \$631,000.00 is to provide funds for the payment of work on this contract from May 2019 up to the Renewal Start of July 9, 2019. During the normal contract period of July 9th 2018 to July 9th 2019, there were several major water repairs performed on an emergency basis that were unforeseen and unbudgeted, and subsequently led to achieving the Contract value approximately two (2) months prior to July 9th 2019. This change order will provide the funds for the work performed from May 2019 to the renewal start date of July 9, 2019. Below are listed the emergency repairs that were performed:

- Earhart and Magnolia \$108,894.13
(Work Order No. 201801342801)
(30" water main repair on Earhart at Magnolia)
 - Panola and Leonidas \$779,690.01
(Work Order No. 201802225103)
(Replace 40' of a 36" water main and valve)
 - Burgundy and Reynes \$102,909.83
(Work Order No. 201900085106)
(24" water main repair on the 4900 blk of Burgundy)
 - Diana and Elmira \$72,000.00
(Work Order No. 201801480701)
(16" water main repair on Diana at Elmira)
- Total: \$1,063,494.07

Spending Previous Years:

Cumulative Contract Value: \$7,774,080.00
Cumulative Contract Spending: \$4,133,050.10

Contractor's Past Performance:

Not applicable for this contract at this time.

PROCUREMENT INFORMATION

Contract Type:	Fixed Unit Rate	Award Based On:	Lowest Competitive bid;
Commodity:	Construction Services	Contract Number:	2130
Contractor Market:	Open Market with DBE participation		

BUDGET INFORMATION

Funding:	Cap 110/100	Department:	Networks
System:	Water	Department Head:	Fred Tharp

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer		
Water	100%	\$631,000.00
Drainage		
Grant		
Other		
TOTAL ESTIMATED DOLLAR AMOUNT OF AMENDMENT		\$631,000.00

Fred Tharp, P.E.
Chief of Networks



Sewerage & Water Board

Inter-Office Memorandum

Date: July 24, 2019

From: Fred Tharp, P.E.
Chief of Networks

Via: Bruce Adams, P.E.
Deputy General Superintendent

Via: Bob Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: Change Order No. 1 - Contract Number 2130 is for Water Main Point Repair, Water Service Connection, Water Valve, and Fire Hydrant Replacement at Various Sites throughout Orleans Parish for a one-year period. All terms, conditions and pricing will remain the same as in the original contract.

Enclosed please find a recommendation from the Chief of Networks for approval of Change Order No. 1 for the above Contract.

The awarded Construction cost for this Contract was \$3,887,040.00 with two (2)-1 year renewal options and Construction commenced upon the date of the Mayor's Signature on July 9, 2018 with a one-year Contract period. One renewal has been exercised, revising the Contract value to \$7,774,080.00 and extending the Contract duration to July 9, 2020. The required DBE participation on this Contract is 36% and the current participation is 56.16%.


This Change Order No. 1 in the amount of \$631,000.00 represents 8.1% of the original Contract and Renewal amount. The Change Order is required due to the original Contract amount having been achieved in May of 2019, prior the Contract end date of July 9, 2019. Therefore, additional funds to pay for the remaining duration of this contract were provided by Field Change Order No. 1 in the amount of \$631,000.00 to cover work performed by the Contractor up until commencement of the Renewal period starting on July 9, 2019. Funds for this Change Order are available through the 110 C.P Capital Budget.

This change order is required due to performing the following Emergency Projects during the original Contract period:


CO Number	Description	Amount
01	Emergency Repairs:	
	• Burgundy and Reynes (Work Order No. 201900085106) (24" water main repair on the 4900 blk)	\$102,909.83
	• Diana and Elmira (Work Order No. 201801480701) (16" water main repair on Diana at Elmira)	\$72,000.00
	• Earhart and Magnolia (Work Order No. 201801342801) (30" water main repair on Earhart at Magnolia)	\$108,894.13
	• Panola and Leonidas (Work Order No. 201802225103) (Replace 40' of a 36" water main and valve)	\$779,690.01
	Total:	\$1,063,494.07

I would appreciate you forwarding this to the attention of the appropriate committees of the Board for consideration and approval.

APPROVED:

 08/05/2019
 Bruce Adams, P.E.
 Deputy Director of Engineering and Construction

APPROVED:


 Robert Turner, P.E.
 General Superintendent

cc: M. Ron Spooner Christopher Bergeron Alvin Porter
 Jason Higginbotham Rosita Thomas
 SWBNO Purchasing Department SWBNO Legal Department

**RATIFICATION OF CHANGE ORDER NO. 1 FOR CONTRACT 3799-
INSTALLATION OF SLUDGE DRYER AT THE EAST BANK WASTEWATER
TREATMENT PLANT**

WHEREAS, on August 29, 2018 the Sewerage and Water Board (Board) entered into Contract 3799 with Industrial and Mechanical Contractors, Inc. in the amount of \$3,667,900.00 for Installation of the Sludge Dryer at the EBWWTP; and,

WHEREAS, this Change Order represents the work associated with the replacement of two corroded steel beams discovered during the demolition phase of the project because they were hidden under deck plating and stored equipment; and,

WHEREAS, this Change Order, in the amount of \$3,102.80, brings the accumulated Contract change order total to eight hundredths of a percent (.08%) of the original Contract value and adds 0 days to the contract time; and,

NOW THEREFORE BE IT RESOLVED, the approval of Change Order No. 1 for Contract 3799 is hereby approved by the Sewerage and Water Board of New Orleans.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**



ACTION REQUESTED

CONTRACT 3799 - CHANGE ORDER 1 - RATIFICATION

Approval to ratify Contract #3799 in the amount of \$3,102.80.

CONTRACTOR/SUB/VENDOR INFORMATION (FROM ORIGINAL BID)

PRIME:	DBE Vendors:	DBE PARTICIPATION GOAL:
Industrial and Mechanical Contractors, Inc.	Unlimited Construction	38%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$3,667,900.00
Previous Change Orders Value:	N/A
Current Change Order Value:	\$3,102.80
Original Contract Duration:	5/6/2019 to 5/5/2020
Time Extensions Authorized	N/A
Additional time Requested:	0 Days
No. of Option Years in Contract:	N/A
Total Revised Value of Contract:	\$3,671,002.80

Purpose and Scope of the Contract:

The Original SOW was to install a sludge dryer in the Solids Building at the East Bank Wastewater Treatment Plant. The sludge dryer was previously purchased in a separate contract.

Reason for Change Order:

Two corroded beams were uncovered during demolition. The beams were not visible during design; they were hidden under deck plating and stored equipment. Per

this change order, both beams will be removed, and replaced with a neighboring beam that was to be removed and discarded.

Spending Previous Years:

Cumulative Contract Value: N/A

Cumulative Contract Spending: N/A

Contractor's Past Performance:

Not applicable for this contract at this time.

PROCUREMENT INFORMATION

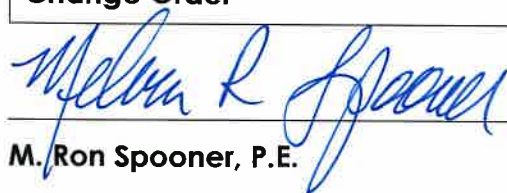
Contract Type:	Base Bid	Award Based On:	Lowest Competitive bid;
Commodity:	Public Works Construction	Contract Number:	3799
Contractor Market:	Public Bid with DBE participation		

BUDGET INFORMATION

Funding:	Capital Program 348 / FEMA	Department:	WWTP Operations
System:	Sewer	Department Head:	Felicia Bergeron

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer	100%	\$3,102.80
Water		
Drainage		
Grant – 404 HMGP		
Other		
TOTAL ESTIMATED DOLLAR AMOUNT OF Change Order		\$3,102.80


 M. Ron Spooner, P.E.
 Chief of Engineering



Sewerage & Water Board

Inter-Office Memorandum

Date: August 4, 2019

From: M. Ron Spooner, P.E.
Chief of Engineering

A handwritten signature in blue ink, appearing to be "MR", is written over the name M. Ron Spooner.

Via: Bruce Adams, P.E.
Deputy General Superintendent

Via: Bob Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: Contract Number 3799 – Installation of Sludge Dryer at the EBWWTP

Enclosed please find a recommendation from the Chief of Engineering for approval of Change Order No. 1 for the above contract.

The awarded construction cost for this Contract was \$3,667,900.00 and construction commenced upon the date of the "Commencement of Contract Time" letter dated May 6, 2019. This makes the Substantial Completion date of May 5, 2020. The required DBE participation on this Contract is 38% and the current participation is 4%.


This Change Order in the amount of \$3,102.80 represents 0.08% of the original bid amount. Funds for this Change Order are available through the Sewer System Fund.

This Change Order is comprised of the following items:

- Item 1.) Removal of corroded beams and installation of neighboring beam that was to be discarded.


I would appreciate you forwarding this to the attention of the appropriate committees of the Board for consideration and approval.

APPROVED:

 08/05/2019

Bruce Adams, P.E.
Deputy Director of Engineering and Construction

APPROVED:



Robert Turner, P.E.
General Superintendent

cc:

Felicia Bergeron
D. Joseph
Purchasing Dept

Eric Labat
Legal Dept

**Contract 3799, Installation of Sludge Dryer at the EBWWTP
(Change Order No. 1)**

[illegible]

Contract DBE %	38.0%
Current DBE %	4.0%
Forecasted DBE %	38.0%

This Change Order	0.08%
Previous Change Order	0.00%
TOTAL TO DATE	0.08%

Original	\$3,667,900.00
Amount of previous Change Orders	50.00
Amount this Change Order	\$3,102.80
Change Orders to date	\$ 3,102.80

REVISED CONTRACT DAYS 365

Original Contract Days	BASE
Days Previously Added	365
Days this Change Order	0
Days Added to date	0

Proposed By:

Proposed By: 
Todd E. Heidingsfelder
Industrial and Mechanical Contractors

7p- 6/25/19
Felicia Bergeron
S&WB Project Manager

Approved By:

Approved By: Melvin Spooner Date: 6/29/19
M. Ron Spooner
S&WB Chief of Engineering

Sewerage & Water Board of New Orleans: Change Order Approval Form

2019

Contract # 3799 CO# 1

Date: 6/21/19

Project Name: Installation of Sludge Dryer at the EBWWTP Job/Project # 3799

Reason for Change Order: Removal of corroded beam and installation of neighboring beam that was to be discarded.

Change Order Amount: \$3,102.80 Contract Amount Prior To Change Order: N/a

Original Contract Amount: \$3,667,900.00 Total Spent to Date: \$42,640.75

PW#: 18089 Vendor: Industrial and Mechanical Contractors, Inc.

C. P. Item # 348 / 100 % C. P. Item # / % C. P. Item # / %

Source of funding for Change Order:

System Funds: \$3,102.80 Bonds: \$ FEMA: Anticipated FEMA:

Total Funding: \$ 3,671,002.80

FUND Code 348 ORGN Code 3300 ACTIVITY Code OBJECT Code 3296

Total Project Investment to Date: (Place total amount of contracts on projects)

• Survey Phase	\$ <u> </u>
• Design Phase	\$ <u> </u>
• Testing Phase	\$ <u> </u>
• Value of A/E Contract for this work to Date:	<u>\$1,323,933.68</u>
• Construction Contract Value to Date:	<u>\$3,671,002.80</u>
• Value of Project Management to Date:	\$ <u> </u>
• Value of other Professional Services to Date:	\$ <u> </u>
• Total Investment to Date:	<u>\$4,994,936.48</u>

RECORDATION

- Is this change order more than 10% of the original contract and more than \$100,000? ☐ Yes ☒ No
- Does this change order put the total % of change orders above 20% of the original contract and is it more than \$100,000? ☐ Yes ☒ No
- If the answer is yes to either one of these questions recordation is required by state law within 30 days. If the original contract and/or previous change orders have not yet been recorded they must be recorded at this time.

VENDOR SELECTION AND DBE INFORMATION

- Type of Procurement Used: RFP
- Local Vendor: ☒ Yes ☐ No
- DBE: ☒ Yes ☐ No. If Yes, % 38

ACTION CRITICAL

Objective consideration of alternatives: Describe other actions considered. If none, explain why

An alternative to this change order would be to install a new beam instead of an existing. This alternative would be cost prohibitive.

Sewerage & Water Board of New Orleans: Change Order Approval Form

2019

- I recommend approval for the above project (If not recommending for approval, please indicate a reason below, and return this to the previous signatory)

[Signature] Date: 6/25/19

- Level Two (2) Project Manager, S&WB, Engineering Department
Requested Response Date: / /

_____ Date: _____

- Level One (1) Manager, S&WB, Engineering Department

Requested Response Date: / /
[Signature] Date: 7/22/19

- Deputy Director, General Superintendent, S&WB, Engineering Department

Requested Response Date: / /
[Signature] Date: 08/05/2019

- Fiscal Manager, PDU

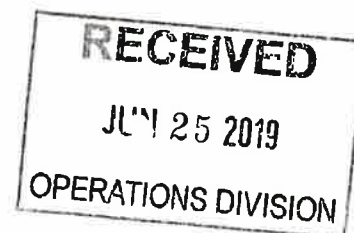
Requested Response Date: / /

_____ Date: _____

- Director of Procurement, S&WB

Requested Response Date: / /

_____ Date: _____



**RATIFICATION OF CHANGE ORDER NO. 6 FOR CONTRACT 1368 – HAZARD
MITIGATION GRANT PROGRAM - OAK STREET PUMPING STATION**

WHEREAS, the Sewerage and Water Board entered into Contract 1368 with MR Pittman Group in the amount of \$23,092,500.00 for FEMA funded repairs to the Oak Street Pumping Station; and,

WHEREAS, the Board by Resolution R-021-2018 approved on February 21, 2018 Change Order No. 1 increasing the contract value by \$1,303,043.27; and,

WHEREAS, the Board by Resolution R-046-2018 approved on April 18, 2018 Contract Change Order No. 2 increasing the contract value by \$256,436.17; and,

WHEREAS, the Board by Resolution R-114-2018 approved on August 15, 2018 Contract Change Order No. 3 increasing the contract value by \$2,032,389.01; and,

WHEREAS, the Board by Resolution R-010-2019 approved on January 16, 2019 Contract Change Order No. 4 increasing the contract value by \$831,352.85; and,

WHEREAS, the Board by Resolution R-100-2019 approved on May 15, 2019 Contract Change Order No. 5 increasing the contract value by \$299,261.24; and,

WHEREAS, this Change Order represents seven (7) work items, Field Change Orders 36 and 40 through 45. These changes include motor starters and space heaters power, Valve 28 utility re-routes and vault changes, project delay time and costs, 20" mud line repair, 48" raw water line joint repair and additions to MCC and MTM switchgear and acceleration cost; and,

WHEREAS, this Change Order, in the amount of \$1,228,610.03, brings the accumulated Contract change order total to \$5,951,092.57, or 25.8% of the original Contract value, and

NOW THEREFORE BE IT RESOLVED, that approval of Change Order No. 6 for Contract 1368 is approved by the Sewerage and Water Board of New Orleans.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**



ACTION REQUESTED

CONTRACT 1368 - CHANGE ORDER 6 - RATIFICATION

Approval to ratify contract #1368 in the amount of \$1,228,610.03

CONTRACTOR/SUB/VENDOR INFORMATION (FROM ORIGINAL BID)

PRIME:	DBE Vendors:	DBE PARTICIPATION GOAL:
M. R. Pittman Group, LLC	The Beta Group.	0.20%
	Landrieu Concrete	0.66%
	C Watson Group, LLC.	1.01%
	JEI Solutions, Inc.	8.43%
	Blue Flash Sewer Service, Inc.	2.71%
	J. Brown Construction, LLC	0.14%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$23,092,500.00
Previous Change Orders Value:	\$4,722,482.54
Current Change Order Value:	\$1,228,610.03
Original Contract Duration:	4/17/2017 to 3/24/2019 (1,072 Days)
Time Extensions Authorized	282 Days
Additional time Requested:	0 Days
No. of Option Years in Contract:	N/A
Total Revised Value of Contract:	\$29,043,582.57

Purpose and Scope of the Contract:

The Original SOW consists of upgrade to and rehabilitation of the existing Oak Street Pump Station located at the intersection of General Ogden Street and Oak Street. The work includes but is not limited to demolition of existing pumps, valves, piping, electrical, controls, HVAC, rooms, grating system, supports, concrete and other components within the station. Installation of new pumps, piping, valves, HVAC, electrical gear, controls, rooms, structural modifications, upgrading the hoist, buried valve and flow meter replacement, cleaning and inspection of existing piping along with other associated and detailed work.

Reason for Change Order:

This change order represents seven field change orders requested by the contractor. These changes include motor starters and space heater power, Valve 28 utility re-routes and vault changes, project delay time and costs, 20" mud line repair, 48" raw water line joint repair, additions to MCC and MTM Switchgear and acceleration cost.

Spending Previous Years:

Cumulative Contract Value: N/A

Cumulative Contract Spending: N/A

Contractor's Past Performance:

Not applicable for this contract at this time.

PROCUREMENT INFORMATION

Contract Type:	Base Bid	Award Based On:	Lowest Competitive bid;
Commodity:	Public Works Construction	Contract Number:	1368
Contractor Market:	Public Bid with DBE participation		

BUDGET INFORMATION

Funding:	Capital Program 112	Department:	Mechanical Engineering
System:	S/W/D	Department Head:	Chris Bergeron

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer		
Water		
Drainage		
Grant – 404 HMGP		\$1,228,610.03
Other		
TOTAL ESTIMATED DOLLAR AMOUNT OF Change Order		\$1,228,610.03



M. Ron Spooner, P.E.

Chief of Engineering



Sewerage & Water Board

Inter-Office Memorandum

Date: August 4, 2019

From: M. Ron Spooner, P.E.
Chief of Engineering

Via: Bruce Adams, P.E.
Deputy General Superintendent

Via: Bob Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: Contract Number 1368 - HAZARD MITIGATION GRANT PROJECT OAK STREET PUMPING STATION.

Enclosed please find a recommendation from the Chief of Engineering for approval of Change Order No. 6 for the above contract.

The awarded Construction cost for this Contract was \$23,092,500. and Construction commenced upon the date of the "Commencement of Contract Time" letter dated April 17, 2017; the projected Substantial Completion date is December 17, 2019. The required DBE participation on this Contract is 11% and the current participation is 7.69%.

This Change Order is in the amount of \$1,228,610.03 represents 5.3% of the original bid amount and brings the cumulative total Change Orders to \$5,951,092.57. Funds for this Change Order are available through the Hazard Mitigation Grant.


This change order is comprised of the following **seven** field change orders:

FCO Number	Description	Amount
37	Motor Starters and Space Heater Power	\$26,286.13
40	Valve 28 Utility Re-routes and Vault Changes (r2)	\$495,419.79
41	Project Delay Time and Costs (Original FCO-028)	\$433,822.57
42	20" Mud Line Repair (Original FCO-031)	\$109,494.71
43	48-in Raw Water Line Joint Repair	\$43,970.60


44	Additions to MCC and MTM Switchgear (RFC-023)	\$55,007.59
45	Acceleration Cost (RFC-024)	\$64,608.64

I would appreciate you forwarding this to the attention of the appropriate committees of the Board for consideration and approval.

APPROVED:


Bruce Adams, P.E. 08/05/2019
Deputy Director of Engineering and Construction

APPROVED:


Robert Turner, P.E.
General Superintendent

cc: Christopher Bergeron
Purchasing Dept

Rosita Thomas
Legal Dept

SCOPE OF CHANGES
Contract 1368, HMGP
(Change Order No. 6)

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

Item #	FCO#	Detailed Description	Units	Unit Price	Quantity	Amount	Days	Comments
1	37	Motor Starters and Space Heater Power	LS	\$26,286.13	1	\$26,286.13	0	Eligibility to be determined by S&WB
2	40	Valve 28 Utility Re-routes and Vault Changes (r2)	LS	\$495,419.79	1	\$495,419.79	0	Eligibility to be determined by S&WB
3	41	Project Delay Time and Costs (Original FCO-028)	LS	\$433,822.57	1	\$433,822.57	237	Eligibility to be determined by S&WB
4	42	20" Mud Line Repair (Original FCO-031)	LS	\$109,494.71	1	\$109,494.71	26	Eligibility to be determined by S&WB
5	43	48-in Raw Water Line Joint Repair	LS	\$43,970.60	1	\$43,970.60	0	Eligibility to be determined by S&WB
6	44	Additions to MCC and MTM Switchgear (RFC-023)	LS	\$55,007.59	1	\$55,007.59	0	Eligibility to be determined by S&WB
7	45	Acceleration Cost (RFC-024)	LS	\$64,608.64	1	\$64,608.64	0	Eligibility to be determined by S&WB
						\$1,228,610.03	263	

Contract DBE %	11.0%
Current DBE %	7.69%
Forecasted DBE %	11.0%

% OF ORIGINAL CONTRACT AMOUNT	
This Change Order	5.3%
Previous Change Order	20.5%
TOTAL TO DATE	25.8%

Original	\$23,092,500.00
Amount of previous Change Orders	\$4,722,482.54
Amount this Change Order	\$1,228,610.03
Change Orders to date	\$5,951,092.57

REVISED CONTRACT AMOUNT \$ **29,043,592.57**

Original Contract Days	790
Days Previously Added	19
Days this Change Order	263
Days Added to date	282

REVISED CONTRACT DAYS **1072**

Work Order Date: **4/17/2017**
 Contract Final Completion Date: **3/24/2020**

It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price. It is further agreed that signing this change order that the DBE requirement is being met as per the Contract requirements. This Change Order constitutes a full and complete settlement of the matters set forth herein. This change may not include any potential extended overhead costs that may be associated with the scope provided with this change. This settlement also is limited to and applies to any claim arising out of or in account of the matters described and set forth in this agreement.

Proposed By:


 Representative
 MR Pittman Group


 Christopher Bergeron
 S&WB Project Manager


 M/Ron Spooner
 S&WB Chief of Engineering


 M/Ron Spooner
 S&WB Chief of Engineering


 Date **8/5/19**

Sewerage & Water Board of New Orleans: Change Order Approval Form

2019

Contract # 1368

P/O# 60000045 PG2019

Date: 7/16/19

Project Name: Oak Street Pump Station

Job/Project # 1368

Reason for Change Order: There are seven work items associated to this change order, please see FCO's 37 and 40 through 45.

Change Order Amount: \$1,228,610.03 Contract Amount Prior To Change Order: \$27,814,982.54

Original Contract Amount: \$23,092,500.00 Total Spent to Date: \$23,509,603.61

PW#: HMGP 0039

Vendor: MR Pittman Group

C. P. Item # 112/ %

C. P. Item # / %

C. P. Item # / %

Source of funding for Change Order:

System Funds: \$ Bonds: \$ FEMA: \$ Anticipated FEMA: \$ 1,228,610.03

Total Funding: \$ 1,228,610.03

FUND Code CAP 112 ORGN Code 7100 ACTIVITY Code 2230 OBJECT Code 3296

Total Project Investment to Date: (Place total amount of contracts on projects)

1-Testing	\$4,151.00
2-Surveying	\$37,020.00
3-0-Basic Services - Preliminary Design Report	\$401,341.38
3-1-Basic Services - Preliminary Design	\$111,043.53
3-2-Basic Services - Final Design	\$899,027.66
3-4-Basic Services - Construction Administration	\$349,419
3-Basic Services Subtotal	\$1,597,655
4-Construction Management	\$787,083
6-Construction Contract Value to Date:	\$23,213,342
5-Inspection	\$768,598
7-Project Management – Design Phase	\$145,072
7-Project Management	\$25,491
Total Investment to Date:	\$26,741,588

RECORDATION

- Is this change order more than 10% of the original contract and more than \$100,000? ☐ Yes ☒ No
- Does this change order put the total % of change orders above 20% of the original contract and is it more than \$100,000? ☒ Yes ☐ No
- If the answer is yes to either one of these questions recordation is required by state law within 30 days. If the original contract and/or previous change orders have not yet been recorded they must be recorded at this time.

VENDOR SELECTION AND DBE INFORMATION

- Type of Procurement Used: [Should always be RFP for amendments.]

Sewerage & Water Board of New Orleans: Change Order Approval Form

2019

- Local Vendor: ☒ Yes ☐ No
- DBE: ☒ Yes ☐ No. If Yes, % 11

ACTION CRITICAL

Objective consideration of alternatives: Describe other actions considered. If none, explain why

- I recommend approval for the above project (If not recommending for approval, please indicate a reason below, and return this to the previous signatory)

CPB Date: 8/5/19

- Level Two (2) Project Manager, S&WB, Engineering Department
Requested Response Date: 1/1

CPB Date: 8/5/19

- Level One (1) Manager, S&WB, Engineering Department

Requested Response Date: 1/1
Melvin P. Spencer Date: 8/5/19

- Deputy Director, General Superintendent, S&WB, Engineering Department
Requested Response Date: 1/1

Brian H. Adams Date: 08/05/2019

- Fiscal Manager, PDU

Requested Response Date: 1/1

Date: _____

- Director of Procurement, S&WB

Requested Response Date: 1/1

Date: _____

**RATIFICATION OF CHANGE ORDER NO. 6 FOR CONTRACT 1395– WATER HAMMER
HAZARD MITIGATION– ELVATED STORAGE TANKS**

WHEREAS, the Sewerage and Water Board entered into Contract 1395 with B&K Construction Co. for the FEMA funded construction of Water Hammer Hazard Mitigation Elevated Storage Tanks in the bid amount of \$33,570,152.00; and

WHEREAS, the Board by Resolution R-041-2017 approved on May 17, 2017 Contract Change Order 1 increasing the contract value by \$2,873,564.38; and,

WHEREAS, the Board by Resolution R-130-2017 approved on October 18, 2017 Contract Change Order 2 increasing the contract value by \$1,151,980.76; and,

WHEREAS, the Board by Resolution R-045-2018 approved Contract Change Order 3 increasing the contract value by \$1,715,227.26; and,

WHEREAS, the Board by Resolution R-077-2018 approved on June 20, 2019 Contract Change Order 4 increasing the contract value by \$528,334.23; and,

WHEREAS, the Board by Resolution R-009-2019 approved on January 16, 2019 Contract Change Order 5 increasing the contract value by \$463,434.10; and,

WHEREAS, this Change Order consists of changes to the contract due to delays to the critical path construction schedule while awaiting an outage at the Panola site, adding geo-grid to stabilize the gravity block wall, uncovering and excavating 48"x24" tapping sleeve at Panola site for emergency waterline work, pressure sensor installation in Panola Pump Station for future SCADA connection, additional T&M related to Claiborne parking lot work, adding valve operation platforms and chain wheels to both towers, splicing and re-routing Feeder 506 at Panola site, adding a hatch to the vault at Claiborne sidewalk, modifying Panola tower drain, replacing a breaker in Panola switchgear, and modifying drawbar loop detectors in Claiborne parking lot.

WHEREAS, this Change Order, in the amount of \$249,127.69 is 0.7% of the original Contract value, bringing the Revised Contract Amount to \$40,551,820.42; and

NOW THEREFORE BE IT RESOLVED, that approval of Change Order No. 6 for Contract 1395 is ratified by the Sewerage and Water Board of New Orleans.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**



ACTION REQUESTED

CONTRACT 1395 – Change Order 6

Approval to ratify contract #1395 in the amount of \$249,127.69

CONTRACTOR/SUB/VENDOR INFORMATION (FROM ORIGINAL BID)

PRIME:	DBE Vendors:	DBE PARTICIPATION GOAL:
B&K Construction Co., Inc.	K-Belle Consultants, LLC Choice Supply Solutions, LLC Beta Group Engineering and Construction Services, LLC	1.5% 5% .6%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$33,570,152.00
Previous Change Orders Value:	\$6,732,540.73
Current Change Order Value:	\$249,127.69
Original Contract Duration:	11/7/2016 to 11/7/2018 (730 Days)
Time Extensions Authorized	456 Days
Additional time Requested:	56 Days
No. of Option Years in Contract:	N/A
Total Revised Value of Contract:	\$40,551,820.42

Purpose and Scope of the Contract:

The Original SOW consists of two - 2 million gallon water towers and auxiliary equipment at the Carrollton Water Plant Facility.

Reason for Change Order:

This Change Order consists of changes to the contract due to delays to the critical path construction schedule while awaiting an outage at the Panola site, adding geo-grid to stabilize the gravity block wall, uncovering and excavating 48"x24" tapping sleeve at Panola site for emergency waterline work, pressure sensor installation in Panola Pump Station for future SCADA connection, additional T&M related to Claiborne parking lot work, adding valve operation platforms and chain wheels to both towers, splicing and re-routing Feeder 506 at Panola site, adding a hatch to the vault at Claiborne sidewalk, modifying Panola tower drain, replacing a breaker in Panola switchgear, and modifying drawbar loop detectors in Claiborne parking lot.

Spending Previous Years:

Cumulative Contract Value: N/A

Cumulative Contract Spending: N/A

Contractor's Past Performance:

Not applicable for this contract at this time.

PROCUREMENT INFORMATION

Contract Type:	Base Bid	Award Based On:	Lowest Competitive bid;
Commodity:	Public Works Construction	Contract Number:	1395
Contractor Market:	Public Bid with DBE participation		

BUDGET INFORMATION

Funding:	CP 175	Department:	Mechanical Engineering
System:	S/W/D	Department Head:	Chris Bergeron
Job Number:	01395	Purchase Order:	PG2019000054

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer		
Water		
Drainage		
FEMA	100%	\$249,127.69
Other		
TOTAL ESTIMATED DOLLAR AMOUNT OF Change Order		\$249,127.69


M. Ron Spooner, P.E.
Chief of Engineering



Sewerage & Water Board

Inter-Office Memorandum

Date: August 5, 2019

From: M. Ron Spooner, P.E.
Chief of Engineering

Via: Bruce Adams, P.E.
Deputy General Superintendent

Via: Robert Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: Contract Number 1395 - Water Hammer Elevated Storage Tanks

Enclosed please find a recommendation from the Chief of Engineering for approval of Change Order No. 6 for the above contract. The original contract amount was \$33,570,152.00 and work began on November 7, 2016 with a contract duration of 730 days. The Contract Review Committee approved Contract 1395 with a DBE Goal of 5%.

Change Order No. 1 was ratified by the Board of Directors on May 17, 2017 in the amount of \$2,873,564.38, 8.6% of the original contract amount and added 185 days to the contract duration. It largely comprised of a scope of work that had been removed from a future Water Hammer Hazard Mitigation Construction Project, Contract 1376. This work, additional piping, valves, a new valve vault, and associated electrical work, allowed for the Panola Water Tower to stay in operation during the construction of Contract 1376.

Change Order No. 2 was ratified by the Board of Directors on October 18, 2017 in the amount of \$1,151,980.76, 3.4% of the original contract amount and added 82 days to the contract duration. This additional work included contract changes due to unforeseen underground conditions, some minor design changes, and modifications to feeders requested by Engineering.

Change Order No. 3 was ratified by the Board of Directors on April 6, 2018 in the amount of \$1,715,227.26, 5.1% of the original contract amount, and added 96 days to the contract duration. Work in this change order consisted of installing a temporary backwash system at the backwash gallery until the new system is constructed and operational. This is a precautionary measure that is being taken by the Sewerage & Water Board until the new system is commissioned sometime in late 2018 or early 2019, in the event the existing system that was constructed in the 1930s experiences failure.

Change Order No. 4 was ratified by the Board of Directors on May 30, 2018 in the amount of \$528,334.23, 1.6% of the original contract amount, and added 71 days to the contract duration. Work in this change order consisted of changes to the contract due to unexpected construction conflicts and issues, or were determined during construction to be appropriate for improving the long-term functionality of the sites. These changes include rerouting electrical feeder 130B, feeder CPA, and feeder 506 DB rerouting; performing exploratory work for valves to resolve issues with line stops, modifying existing electrical switchgear to avoid replacing entire cabinet, installing temporary FAA lighting atop both tanks, installing safety cages at the tower ladders, emergency leak repair at the Sycamore Filter Gallery, adding three fire hydrants to the new waterlines with associated 12" and 14" piping extensions, interior lighting changes to conform with a photometric study, and including 14" and 24" expansion joints for system flexibility.

Change Order No. 5 was ratified by the Board of Directors on January 2, 2019 in the amount of \$463,434.10, 1.4% of the original contract amount, and added 22 days to the contract duration. Work in this change order consisted of changes to the contract to include exterior floodlighting for the logos at both elevated storage tanks, in order to increase visibility and aesthetics of the tank logos; installing concrete pipe supports and pressure transducers in accordance with ongoing Sycamore filter gallery emergency repairs; installing a French drain at the Claiborne site to improve drainage; 30" overflow line modifications in order to avoid conflicts; Exploratory work for Panola feeder relocation; 14" line modifications to correct flange misalignment; Claiborne parking lot design changes for improved parking, landscaping, and lighting; approved overtime work to expedite bringing Claiborne tower online; redirecting drainage from the Claiborne filter gallery exterior walls in advance of plant roadway work.


This Change Order consists of changes to the contract due to delays to the critical path construction schedule while awaiting an outage at the Panola site, adding geogrid to stabilize the gravity block wall, uncovering and excavating 48"x24" tapping sleeve at Panola site for emergency waterline work, pressure sensor installation in Panola Pump Station for future SCADA connection, additional T&M related to Claiborne parking lot work, adding valve operation platforms and chain wheels to both towers, splicing and re-routing Feeder 506 at Panola site, adding a hatch to the vault at Claiborne sidewalk, modifying Panola tower drain, replacing a breaker in Panola switchgear, and modifying drawbar loop detectors in Claiborne parking lot.

Enclosed please find a recommendation from the Chief of Engineering for approval of Change Order No. 6 for the above contract.

This Change Order is in the amount of \$249,127.69, which represents 0.7% of the original bid amount, and will extend the length of the Contract by 56 days. With the ratification of this Change Order, the cumulative total of changes will amount to \$6,981,668.42 with a revised contract amount of \$40,551,820.42.


I would appreciate you forwarding this to the attention of the appropriate committees of the Board for consideration and approval.

APPROVED:

 08/06/2019

Bruce Adams, P.E.
Deputy Director of Engineering and Construction

APPROVED:

_____
Robert Turner, P.E.
General Superintendent

cc: Christopher Bergeron, Mechanical Engineering
Irma Plummer, EDBP
Dexter Joseph, Budget
Rosita Thomas, Finance
Purchasing Dept

SCOPE OF CHANGES No. 6
Contract 1395
(Change Order No. 6)

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

Item #	FCO#	Detailed Description	Units	Unit Price	Quantity	Amount	Days	Comments
1	063	Critical path delays for Panola outage	1	\$0.00	1	\$0.00	49	FEMA Eligible
2	064	Addition of geogrid to gravity block wall	1	\$7,623.71	1	\$7,623.71	0	FEMA Eligible
3	065	Uncovering and excavating 48"x24" tapping sleeve	1	\$15,549.58	1	\$15,549.58	0	FEMA Eligible
4	066	Pressure sensor installation at Panola Pump Station	1	\$19,384.33	1	\$19,384.33	0	FEMA Eligible
5	067	Additional T&M for Claiborne parking lot	1	\$78,327.72	1	\$78,327.72	0	FEMA Eligible
6	068	Adding valve operation platforms and chain wheels to both towers	1	\$50,771.76	1	\$50,771.76	0	FEMA Eligible
7	069	Splicing and re-routing Feeder 506 at Panola site	1	\$49,287.59	1	\$49,287.59	7	FEMA Eligible
8	070	Installing hatch for 50" check valve vault at Claiborne sidewalk	1	\$12,472.87	1	\$12,472.87	0	FEMA Eligible
9	071	Modifying Panola tank drain line due to site variations with design	1	\$12,271.36	1	\$12,271.36	0	FEMA Eligible
10	072	Replacing breaker in Panola switchgear	1	\$1,365.16	1	\$1,365.16	0	FEMA Eligible
11	073	Modifying drawbar loop detectors in Claiborne parking lot	1	\$2,073.61	1	\$2,073.61	0	FEMA Eligible
						\$249,127.69	56	

Original	\$ 33,570,152.00
Amount of previous Change Orders	\$ 6,732,540.73
Amount this Change Order	\$249,127.69
Change Orders to date	\$ 6,981,668.42

Original	\$ 33,570,152.00
Amount of previous Change Orders	\$ 6,732,540.73
Amount this Change Order	\$249,127.69
Change Orders to date	\$ 6,981,668.42

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Change Orders to date	\$ 6,981,668.42

Original	\$ 33,570,152.00
Amount of previous Change Orders	\$ 6,732,540.73
Amount this Change Order	\$249,127.69
Change Orders to date	\$ 6,981,668.42

REVISD CONTRACT AMOUNT \$ 40,551,820.42

REVISD CONTRACT AMOUNT \$ 40,551,820.42

REVISD CONTRACT AMOUNT \$ 40,551,820.42

% OF ORIGINAL CONTRACT AMOUNT

This Change Order	0.7%
Previous Change Order	20.1%
TOTAL TO DATE	20.8%

Work Order Date 11/7/2018
Work Completion Milestone Date 4/2/2020

It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price. This Change Order includes all OH and Profit fees associated with the work. No additional fees shall be awarded after acceptance of this Change Order

Proposed By:

Blake Andrews
B&K Construction Company, LLC

Date

Recommended By:

Chris Bergeron
S&WB Project Manager

Approved By:

Melvin R. Spooner
Chief of Engineering

Date

Sewerage & Water Board of New Orleans: Change Order Approval Form

2018

Contract # 1395 P/O# _____

Date: 6/28/2019

Project Name: Water Hammer HMP – Elevated Storage Tanks Job/Project # 1395FEM

Reason for Change Order: FCO-063, -064, -065, -066, -067, -068, -069, -070, -071, -072, -073 for Panola outage delays, adding geogrid to gravity block wall, excavating Panola 48"x24" tapping sleeve, pressure sensor installation in Panola Pump Station, T&M for Claiborne parking lot, valve operation platforms in both towers, 506 Feeder splice and re-route, Claiborne 50" check valve vault hatch, Panola drain line modifications, breaker replacement in Panola switchgear, and Claiborne parking lot draw bar loop detector modifications.

Change Order Amount: \$249,127.69 Contract Amount Prior To Change Order: \$40,302,692.73

Original Contract Amount: \$33,570,152.00 Total Spent to Date: \$40,551,820.42

PW#: 18836 Vendor: B&K Construction

C. P. Item # 175 / 100 % C. P. Item # _____ / _____ % C. P. Item # _____ / _____ %

Source of funding for Change Order:

System Funds: \$249,127.69 Bonds: \$ _____ FEMA: \$ _____ Anticipated FEMA: \$ _____

Total Funding: \$249,127.69

FUND Code CAP ORGN Code 7100 ACTIVITY Code _____ OBJECT Code 3296

Total Project Investment to Date: (Place total amount of contracts on projects)

- Survey Phase \$
- Design Phase \$ 6,204,284.25
- Testing Phase \$ 167,850.76
- Value of A/E Contract for this work to Date: \$ 8,095,270.40
- Construction Contract Value to Date: \$ 40,551,820.42
- Value of Project Management to Date: \$
- Value of other Professional Services to Date: \$
- Total Investment to Date: \$ 55,019,225.83

RECORDATION

- Is this change order more than 10% of the original contract and more than \$100,000? ☐ Yes ☒ No
- Does this change order put the total % of change orders above 20% of the original contract and is it more than \$100,000? ☐ Yes ☒ No
- If the answer is yes to either one of these questions recordation is required by state law within 30 days. If the original contract and/or previous change orders have not yet been recorded they must be recorded at this time.

VENDOR SELECTION AND DBE INFORMATION

- Type of Procurement Used: Public Bid
- Local Vendor: ☒ Yes ☐ No
- DBE: ☒ Yes ☐ No. If Yes, % 5

Sewerage & Water Board of New Orleans: Change Order Approval Form

2018

ACTION CRITICAL

Objective consideration of alternatives: Describe other actions considered. If none, explain why

- I recommend approval for the above project (If not recommending for approval, please indicate a reason below, and return this to the previous signatory)

CFB Date: 8/5/19

- Level Two (2) Project Manager, S&WB, Engineering Department
Requested Response Date: / /

CFB Date: 8/5/19

- Level One (1) Manager, S&WB, Engineering Department
Requested Response Date: / /

Melvin R. Spencer Date: 8/5/19

- Deputy Director, General Superintendent, S&WB, Engineering Department
Requested Response Date: / /

Brian J. Adams Date: 08/06/2019

- Fiscal Manager, PDU
Requested Response Date: / /

Date: _____

- Executive Director, S&WB
Requested Response Date: / /

Date: _____

- Director of Procurement, S&WB
Requested Response Date: / /

Date: _____

RATIFICATION OF CHANGE ORDER NO. 5 FOR CONTRACT 1369 – HAZARD MITIGATION GRANT PROJECT EMERGENCY FUEL STORAGE RETROFIT POWER PLANT, MAIN WATER PURIFICATION PLANT POWER COMPLEX

WHEREAS, the Sewerage and Water Board entered into Contract 1369 with Lou-Con Industrial Contractors, Inc. in the amount of \$7,486,250.00 for FEMA funded repairs to the Main Water Purification Plant Power Complex; and,

WHEREAS, Contract Change Order No. 1, increased the contract value by \$197,861.48; and,

WHEREAS, Contract Change Order No. 2, increased the contract value by \$207,988.50; and,

WHEREAS, Contract Change Order No. 3, decreased the contract value by -\$33,870.83; and,

WHEREAS, Contract Change Order No. 4 (R-072-2019) increased the contract value by \$21,655.04; and,

WHEREAS, this Change Order represents five (5) work items, Field Change Orders 12 through 16. These changes include rework of pipe supports, trailer move, box/vault, additional gate valves and clean^(u) oil inside berm area; and,

WHEREAS, this Change Order, in the amount of \$63,282.74, brings the accumulated Contract change order total to \$509,768.97, or 6.8% of the original Contract value, and

NOW THEREFORE BE IT RESOLVED, that approval of Change Order No. 5 for Contract 1369 is approved by the Sewerage and Water Board of New Orleans.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**



ACTION REQUESTED

CONTRACT 1369 - CHANGE ORDER 5 - RATIFICATION

Approval to ratify contract #1369 in the amount of \$63,282.74

CONTRACTOR/SUB/VENDOR INFORMATION (FROM ORIGINAL BID)

PRIME:	DBE Vendors:	DBE PARTICIPATION GOAL:
Lou-Con, Inc.	Morgan Electric, Inc. RLH Investments, LLC Choice Supply, LLC The Beta Group	16.8% 14.5% 3.7% 1.0%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$7,486,250.00
Previous Change Orders Value:	\$446,486.23
Current Change Order Value:	\$63,282.74
Original Contract Duration:	9/8/2015 to 1/23/2019 (1,233 Days)
Time Extensions Authorized	0 Days
Additional time Requested:	0 Days
No. of Option Years in Contract:	N/A
Total Revised Value of Contract:	\$7,996,018.97

Purpose and Scope of the Contract:

Harden emergency fuel storage tank. The scope includes replacing the existing fuel storage tank with smaller fuel tanks to mitigate loss of emergency backup fuel for operation of the generators / turbines.

Reason for Change Order:

This change order represents five field change orders requested by the contractor. These changes include rework of pipe supports, trailer move, valve box/vault, additional gates valves and clean-up oil inside berm area.

Spending Previous Years:

Cumulative Contract Value: N/A

Cumulative Contract Spending: N/A

Contractor's Past Performance:

Not applicable for this contract at this time.

PROCUREMENT INFORMATION

Contract Type:	Base Bid	Award Based On:	Lowest Competitive bid;
Commodity:	Public Works Construction	Contract Number:	1369
Contractor Market:	Public Bid with DBE participation		

BUDGET INFORMATION

Funding:	Capital Program 112	Department:	Mechanical Engineering
System:	S/W/D	Department Head:	Deven Collins

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer		
Water		
Drainage		
Grant – 404 HMGP		\$63,282.74
Other		
TOTAL ESTIMATED DOLLAR AMOUNT OF Change Order		\$63,282.74

 8/5/19

M. Ron Spooner, P.E.
Chief of Engineering



Sewerage & Water Board

Inter-Office Memorandum

Date: August 5, 2019

From: M. Ron Spooner, P.E.
Chief of Engineering 

Via: Bruce Adams, P.E.
Deputy General Superintendent

Via: Bob Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: Contract Number 1369 - HAZARD MITIGATION GRANT PROJECT
EMERGENCY FUEL STORAGE RETROFIT POWER PLANT, MAIN
WATER PURIFICATION PLANT POWER COMPLEX

Enclosed please find a recommendation from the Chief of Engineering for approval of Change Order No. 5 for the above contract.

The awarded Construction cost for this Contract was \$7,486,250.00 and Construction commenced upon the date of the "Commencement of Contract Time" letter dated September 8, 2015; the projected Substantial Completion date is July 11, 2019. The required DBE participation on this Contract is 36% and the current participation is 21.2%.


This Change Order is in the amount of \$63,282.74 represents 0.08% of the original bid amount and brings the cumulative total Change Orders to \$509,768.97. Funds for this Change Order are available through the Hazard Mitigation Grant.

This change order is comprised of the following **five** field change orders:

FCO Number	Description	Amount
12	Rework of Pipe Supports	\$21,026.17
13	Trailer Move	\$30,533.40
14	Valve Box/Vault	\$4,743.91
15	Additional Gate Valves	\$2,690.80
16	Clean Up Oil Inside Berm Area	\$4,288.46


I would appreciate you forwarding this to the attention of the appropriate committees of the Board for consideration and approval.

APPROVED:

 08/05/2019

Bruce Adams, P.E.
Deputy Director of Engineering and Construction

APPROVED:



Robert Turner, P.E.
General Superintendent

cc: Christopher Bergeron
Purchasing Dept

Rosita Thomas
Legal Dept

SCOPE OF CHANGES
Contract 1369, HMGP
(Change Order No. 5)

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

Item #	FCOH#	Detailed Description	Units	Unit Price	Quantity	Amount	Days	Comments
1	12	Rework of Pipe Supports	LS	\$21,026.17	1	\$21,026.17	0	Eligibility to be determined by S&WB Staff
2	13	Trailer Move	LS	\$30,533.40	1	\$30,533.40	0	Eligibility to be determined by S&WB Staff
3	14	Valve Box/Vault	LS	\$4,743.91	1	\$4,743.91	0	Eligibility to be determined by S&WB Staff
4	15	Additional Gates Valves	LS	\$2,690.80	1	\$2,690.80	0	Eligibility to be determined by S&WB Staff
5	16	Clean Up Oil Inside Berm Area	LS	\$4,288.46	1	\$4,288.46	0	Eligibility to be determined by S&WB Staff
			LS	\$0.00	1	\$0.00	0	
			LS	\$0.00	1	\$0.00	0	
						\$63,282.74	0	

Contract DBE %	36.0%
Current DBE %	21.2%
Forecasted DBE %	36.0%

Original	\$7,486,250.00
Amount of previous Change Orders	\$446,486.23
Amount this Change Order	\$63,282.74
Change Orders to date	\$509,768.97

Original Contract Days	770
Days Previously Added	463
Days this Change Order	0
Days Added to date	463

REVISSED CONTRACT AMOUNT \$ 7,995,018.97 REVISSED CONTRACT DAYS 1233

% OF ORIGINAL CONTRACT AMOUNT	
This Change Order	0.8%
Previous Change Order	6.0%
TOTAL TO DATE	6.8%

Work Order Date: 9/8/2015

Contract Completion Date: 1/23/2019

It is mutually agreed in full and accept the above conditions in accordance with the original contract and applicable specifications for the above price. This Change Order includes all (M) and Profit fees associated with the work. No additional fees shall be awarded after acceptance of this Change Order. It is further agreed by signing this change order that the DBE requirement is being met as per the Contract requirements. This Change Order constitutes a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, materials, overhead, profit and delay. This settlement also is limited to and applies to any claims arising out of or in connection with the matters described and set forth in this agreement.

Proposed By:

Michael Carlson
 Lou-Con Industrial Contractors, Inc.

Recommended By:

Deven Collins
 S&WB Project Manager

Approved By:

M. Ron Spooner
 S&WB Chief of Engineering

Date

Sewerage & Water Board of New Orleans: Change Order Approval Form

2019

Contract # 1369 Change Order # 04 Date: 7/16/18

Project Name: Hazard Mitigation Grant Project – Emergency Fuel Storage Tanks Job/Project # 1369

Reason for Change Order: Change Order #5 consist of five work items, Field Change Orders FCO-012 to FCO-016.

Change Order Amount: \$63,282.74 Contract Amount Prior To Change Order: \$7,932,736.23

Original Contract Amount: \$7,486,250.00 Total Spent to Date: \$5,217,992.97

PW#: GRANT DR-1603-LA Vendor: Lou-Con Industrial Contractors.

C. P. Item # 676 / 100 % C. P. Item # / % C. P. Item # / %

Source of funding for Change Order:

System Funds: \$ Bonds: \$ FEMA: \$63,282.74 Anticipated FEMA: \$

Total Funding: \$ 63,282.74

FUND Code ORGN Code ACTIVITY Code OBJECT Code

Total Project Investment to Date: (Place total amount of contracts on projects)

Survey Phase	\$6,242.50
Design Phase	\$630,589
Testing Phase	\$28,472.50
Value of A/E Contract for this work to date	(Bidding Services) \$55,565.54
Construction Contract Value to date	\$7,340,170
Value of Project Management (CM+CA) to date	\$1,503,703
Value of other Professional Services to date	(Inspection) \$539,283
Total Investment to date	\$10,104,025.54

RECORDATION

- Is this change order more than 10% of the original contract and more than \$100,000? ☐ Yes ☒ No
- Does this change order put the total % of change orders above 20% of the original contract and is it more than \$100,000? ☒ Yes ☐ No
- If the answer is yes to either one of these questions recordation is required by state law within 30 days. If the original contract and/or previous change orders have not yet been recorded they must be recorded at this time.

VENDOR SELECTION AND DBE INFORMATION

- Type of Procurement Used: [Should always be RFP for amendments.]
- Local Vendor: ☒ Yes ☐ No
- DBE: ☒ Yes ☐ No. If Yes, 36%

ACTION CRITICAL

Objective consideration of alternatives: Describe other actions considered. If none, explain why

- I recommend approval for the above project (If not recommending for approval, please indicate a reason below, and return this to the previous signatory)

Date:

Sewerage & Water Board of New Orleans: Change Order Approval Form

2019

- Level Two (2) Project Manager, S&WB, Engineering Department

Requested Response Date: / /

Date: _____

- Level One (1) Manager, S&WB, Engineering Department

Requested Response Date: / /

Melvin R. Spencer Date: 8/5/19

- Deputy Director, General Superintendent, S&WB, Engineering Department

Requested Response Date: / /

Brian A. Adams Date: 08/05/2019

- Fiscal Manager, PDU

Requested Response Date: / /

Date: _____

- Executive Director, S&WB

Requested Response Date: / /

Date: _____

- Director of Procurement, S&WB

Requested Response Date: / /

Date: _____

RATIFICATION OF CHANGE ORDER NO. 1 FOR CONTRACT 1406 - Sycamore Filter Gallery Structural and Filter Rehab at Filters #13, 15, 18, & 27

WHEREAS, the Sewerage and Water Board entered into Contract 1406 with Industrial Mechanical Contractors, Inc. for Sycamore Filter Gallery Structural and Filter Rehabilitation of Filters 13, 15, 18, & 27, and

WHEREAS, walls of filters 15, 18, and 27 required pressure washing to remove scale buildup, and

WHEREAS, various leaks in the area of construction required repair, and

WHEREAS, 900 feet of stainless steel air tubing to newly installed equipment was required, and

WHEREAS, newly furnished galvanized steel pipe hangars and pipe saddles were required to fit with newly installed structural steel, and

WHEREAS, an allowance to the contract of \$80,000 for expected repair work for Delery Tubes was not required, and

WHEREAS, this Change Order in the amount of (-\$23,804.95), brings the accumulated Contract change order total to 0 % percent of the original Contract value and adds 26 days to the contract time; and

NOW THEREFORE BE IT RESOLVED, that approval of Change Order No. 1 for Contract 1406 is ratified by the Sewerage and Water Board of New Orleans.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true
and correct copy of a Resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS CONTRACTOR FACT SHEET



ACTION REQUESTED

CONTRACT 1406 - CHANGE ORDER 1 - RATIFICATION

Approval to ratify contract #1406 in the amount of \$(-23,804.95)

CONTRACTOR/SUB/VENDOR INFORMATION (FROM ORIGINAL BID)

PRIME:	DBE Vendors:	DBE PARTICIPATION GOAL:
Industrial Mechanical Contractors, Inc.	Gridline Services	20.0%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$2,402,950.00
Previous Change Orders Value:	\$0.00
Current Change Order Value:	\$(-23,804.95)
Original Contract Duration:	10/1/2018 to 2/18/2019 (140 Days)
Time Extensions Authorized	26 Days
Additional time Requested:	0 Days
No. of Option Years in Contract:	N/A
Total Revised Value of Contract:	\$2,379,145.05

Purpose and Scope of the Contract:

The purpose of this contract is rehabilitate Filters 13, 15, 18, and 27 of the Sycamore Filter Gallery. This includes replacing the structural steel neighboring these filters, replacing all the major valves associated with these filters, and replacing all of the filter media.

Reason for Change Order:

This change order is comprised of two Field Change Orders: Field Change Order #1 includes pressure washing filter walls, repairs of various leaks in piping, and addition of stainless steel air tubing to filter valve controls. Field Change Order #2 includes installation of pipe hangars and saddles to fit newly installed steel.

Spending Previous Years:

Cumulative Contract Value: N/A

Cumulative Contract Spending: N/A

Contractor's Past Performance:

Not applicable for this contract at this time.

PROCUREMENT INFORMATION

Contract Type:	Base Bid	Award Based On:	Lowest Competitive bid;
Commodity:	Public Works Construction	Contract Number:	1406
Contractor Market:	Public Bid with DBE participation		


BUDGET INFORMATION

Funding:	Capital Program 110	Department:	Mechanical Engineering
System:	W	Department Head:	Chris Bergeron

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer		
Water	100%	\$(-23,804.95)
Drainage		
Grant		

Other		
TOTAL ESTIMATED DOLLAR AMOUNT OF Change Order		\$(-23,804.95)



M. Ron Spooner, P.E.
Chief of Engineering



Sewerage & Water Board

Inter-Office Memorandum

Date: August 5, 2019

From: M. Ron Spooner, P.E.
Chief of Engineering

Via: Bruce Adams, P.E.
Deputy General Superintendent

Via: Bob Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: Contract Number 1406 – Structural and Filter Rehab of Sycamore Filters 13, 15, 18 & 27
– Change Order #1

Enclosed please find a recommendation from the Chief of Engineering for approval of Change Order No. 1 for the above contract.

The awarded construction cost for this Contract was \$2,402,950.00 and construction commenced upon the date of the “Commencement of Contract Time” letter dated September 24, 2018. This Change Order extends the length of the Contract to a total of 166 calendar days, therefore; the projected Substantial Completion date is March 16, 2019. The required DBE participation on this Contract is 20% and the current participation is 24%.

This Change Order, in the amount of \$(-23,804.95) represents 0.0% of the original bid amount. The negative amount of this Change Order is due to a bid line item of \$80,000.00 allowance for possible repairs to Delery Tubes which was unused.

This Change Order is comprised of two Field Change Orders:

FCO #1:

- Item 1.) Pressure washing walls of filters 15, 18, & 27.
- Item 2.) Repair of various leaks in the area of construction.
- Item 3.) Addition of 900 feet of stainless steel air tubing for control table modifications.

FCO #2:

- Item 1.) Installation of pipe hangars and pipe saddles suitable for use with newly installed steel members.
- Item 2.) Removal of Bid Allowance to the contract of \$80,000.00 for expected Delery Tube repairs which was not used in the contract.

I would appreciate you forwarding this to the attention of the appropriate committees of the Board for consideration and approval.

APPROVED:

 08/05/2019

Bruce Adams, P.E.

Deputy Director of Engineering and Construction

APPROVED:



Robert Turner, P.E.

General Superintendent

cc:

Tommy Moore
Dexter Joseph
Chris Bergeron

Rosita Thomas
Alvin Porter
Legal Dept

Sewerage & Water Board of New Orleans: Change Order Approval Form

2019

Contract # 1406

P/O# 6000142 PG2019

Date: 7/29/19

Project Name: Structural and Filter Rehabilitation of Sycamore Filters 13, 15, 18, & 27

Job/Project # 1406

Reason for Change Order: Pressure washing filter walls, repairs of various leaks in piping, addition of stainless steel air tubing to filter valve controls, and installation of pipe hangars and saddles to fit installed steel.

Change Order Amount: \$(-23,804.95)

Contract Amount Prior To Change Order: \$2,402,950.00

Original Contract Amount: \$2,402,950.00

Total Spent to Date: \$2,206,803.00

PW#: N/A

Vendor: Industrial Mechanical Contractors, Inc.

C. P. Item # 110/100 %

C. P. Item # / %

C. P. Item # / %

Source of funding for Change Order:

System Funds: \$ Bonds: \$ FEMA: \$ Anticipated FEMA:

Total Funding: Credit of \$23,804.95 back to S&WB

FUND Code ORGN Code 7100 ACTIVITY Code OBJECT Code 3296

Total Project Investment to Date: (Place total amount of contracts on projects)

- | | |
|-------------------------------------------------|-----------------------|
| • Survey Phase | <u>\$</u> |
| • Design Phase | <u>\$</u> |
| • Testing Phase | <u>\$</u> |
| • Value of A/E Contract for this work to Date: | <u>\$</u> |
| • Construction Contract Value to Date: | <u>\$2,402,950.00</u> |
| • Value of Project Management to Date: | <u>\$</u> |
| • Value of other Professional Services to Date: | <u>\$</u> |
| • Total Investment to Date: | <u>\$2,402,950.00</u> |

RECORDATION

- Is this change order more than 10% of the original contract and more than \$100,000? ☐ Yes ☒ No
- Does this change order put the total % of change orders above 20% of the original contract and is it more than \$100,000? ☐ Yes ☒ No
- If the answer is yes to either one of these questions recordation is required by state law within 30 days. If the original contract and/or previous change orders have not yet been recorded they must be recorded at this time.

VENDOR SELECTION AND DBE INFORMATION

- Type of Procurement Used: RFP
- Local Vendor: ☒ Yes ☐ No
- DBE: ☒ Yes ☐ No. If Yes, % 20

ACTION CRITICAL

Objective consideration of alternatives: Alternatives included SWB maintenance for pressure washing and repairing leaks around filters, which would have increased contract time and caused delays in contractor work due to special restrictions. Air tubing and pipe hanger installation was necessary to the proper functionality of associated equipment.

Sewerage & Water Board of New Orleans: Change Order Approval Form

2019

- I recommend approval for the above project (If not recommending for approval, please indicate a reason below, and return this to the previous signatory)

Date: _____

- Level Two (2) Project Manager, S&WB, Engineering Department
Requested Response Date: / /

Date: _____

- Level One (1) Manager, S&WB, Engineering Department

Requested Response Date: / /
 Date: 8/5/19

- Deputy Director, General Superintendent, S&WB, Engineering Department
Requested Response Date: / /

 Date: 08/05/2019

- Fiscal Manager, PDU

Requested Response Date: / /

Date: _____

- Director of Procurement, S&WB

Requested Response Date: / /

Date: _____

AUTHORIZATION OF PAYMENT TO ARCCO WITH NEGOTIATED AGREEMENT REGARDING EMERGENCY E.M.D. PURCHASE, INSTALLATION, SERVICES AND RELATED MATTERS

WHEREAS, much of the infrastructure of Sewerage and Water Board of New Orleans (“Board”) is powered by self-generated 25 cycle electricity such that the failure to self-generate 25 cycle power places the entire operation of the Board’s sewerage, water and drainage systems as well as the citizens of New Orleans at risk; and

WHEREAS, during the summer of 2017, while Steam Turbine Generator No. 4 was offline as part of the Hazard Mitigation Grant Program rehabilitation project, and Steam Turbine Generator No. 3 and Combustion Turbine No. 5 were both offline due to emergency repairs, the Board was left with the ability to self-generate less than 10% of its optimal capacity for generating 25 Hz power to power the City’s drainage system; and

WHEREAS, on August 5, 2017, the City of New Orleans experienced an extraordinary, torrential and unpredicted amount of rainfall of exceeding nine inches within a three-hour period, resulting in sudden and extreme flooding throughout the City; and

WHEREAS, while the annual hurricane season extends from June 1st through December 1st, exposure of the risk of more torrential rainfall was possible; and

WHEREAS, in recognition of the extreme emergency circumstances facing the City, on August 10, 2017, the Mayor of the City of New Orleans, who is also the President of the Board, declared a State of Emergency because of the risk of flooding; and

WHEREAS, on August 10, 2017, the Mayor of the City and the Executive Director of the Board, acknowledging the existence of this extreme emergency, and considering that at that time the city was at the heart of hurricane season, requested and received from the Board the authority to use emergency procurement measures to make necessary repairs to specific drainage system elements and equipment, suspending the usual formal requirements for procurements of goods and/or services in accordance with otherwise applicable Board policies in order to secure the necessary contractors and services for emergency repairs including construction, specifically to make all necessary emergency repairs and replacements to its system without the formality of advertising for bids in response to the August 9, 2017, power plant malfunction; and

WHEREAS, by Emergency Purchase Order and Contract (“Agreement”) between the Board and Arcco Company Services, Inc. (“Arcco”) dated August 14, 2017, for the fixed price of Eleven Million Eight Hundred Seventy-Eight thousand four-hundred and nine dollars and nine cents (\$11,878,409.09) (the “Price”), Arcco agreed to provide the Board certain equipment

("Equipment") referenced as SWBNO-EMD Generator Purchase 2500KW 25 Hz consisting of Five (5) Hz Generator Sets, and agreed to perform certain related services as set forth in Exhibit A to the Agreement, pursuant to which the Board issued Purchase Order Number 6000110PG2017; and

WHEREAS, such approved Field Change Orders reflected changes necessitated from the commencement of the Agreement, and continuing thereafter throughout multiple events including but not limited to Tropical Storm Nate, historic extended freeze event known as Inga, multiple torrential rainfall events, unforeseen technical problems regarding the location of the EMDs, requirements for safe installation, fueling, operation, testing, repair of the Equipment, and the like, all required and in the judgment of Board staff, the approval of such Field Change Orders was in the best interests of the Board; and

WHEREAS, from the commencement of performance by Arcco under the Agreement, Board and Arcco agreed to Field Change Orders for additional services and items totaling Six Hundred Eighty Thousand, One Hundred Dollars and No/100 (\$680,100.00) Dollars, bringing the total contract amount to Twelve Million Five Hundred Fifty-Eight Thousand Five Hundred Nine and 09/100 (\$12,558,509.09) Dollars; and

WHEREAS, in addition, Arcco has submitted additional Field Change Orders which Board staff did not approve, resulting in continuing disputes over performance by Arcco, amounts requested by such additional Field Change Orders and associated invoices; and

WHEREAS, after much negotiation, review of costs, performance of a myriad of technical and construction services, ongoing and repeated testing of the Equipment and related services, all needed in connection with the complete and final delivery, installation and satisfactory testing of the Equipment, three remaining areas of concern and the appropriate compensation therefor were identified, specifically:

Leveling of the EMDs

Delayed Freight Charges

Performance Testing of EMD1; and

WHEREAS, Arcco and Board have reached general agreement that the remaining uncompensated value of performance by Arcco under the Agreement, including the sale of the Equipment and all related equipment, performance of all services including construction, installation, repair, and testing of the Equipment, and warranties of same, is Three Hundred and Thirty Four Thousand Five Hundred and Fifteen Dollars and 84/100 (\$334,515.84); and

WHEREAS, accordingly, Arcco has prepared and submitted a final invoice of \$334,515.84; and

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the payment to Arcco of the sum of Three Hundred and Thirty Four Thousand Five Hundred and Fifteen and 84/100 (\$334,515.84) Dollars, in full and final payment for any and all equipment and services under and pursuant to the Agreement described above, and further, that the Executive Director of the Board be and is hereby authorized to negotiate and execute an agreement to that effect.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

DATE: Thursday, August 08, 2019

RE: FINANCIAL SUMMARY - EMERGENCY EMD PURCHASE,
INSTALLATION, SERVICES AND RELATED MATTERS

A. PURCHASE ORDER REFERENCE DATA:

PURCHASE ORDER NUMBER:	6000110 PG2017
REQUISITION NUMBER:	EE 17-0008
VENDOR'S NAME:	ARCCO

B. PRICE INFORMATION:

Original	Original Agreement Amount	\$	11,878,409.09
<u>Approved Changes</u>			
FCO-0005	Additional Performance Testing Requested by SWBNO on T+M Basis	\$	9,900.00
PDN-0008	EMD Operation & Maintenance Services contract -(Jan 7, 2018 to Apr 1, 2018)	\$	335,100.00
FCO-0006	EMD Operation & Maintenance Services contract - 1 Month Extension To Apr 28, 2018	\$	111,700.00
FCO-0007	EMD Operation & Maintenance Services contract - 1 Month Extension To May 27, 2018	\$	111,700.00
FCO-0009	EMD Operation & Maintenance Services contract - 1 Month Extension To Jun 24, 2018	\$	111,700.00
Current	Current Approved Value	\$	12,558,509.09
<u>Final Negotiated Settlement</u>			
FCO-0010	EMD Leveling, Delayed Freight and Performance Test (EMD1) Settlement	\$	180,000.00
Proposed	Final Negotiated Price	\$	12,738,509.09

C. PAY APPLICATION HISTORY:

PAY APP#	Description	INVOICE AMOUNT
001	Advance Payment	\$ 6,000,000.00
002	0079113-00	\$ 2,939,204.55
003	0079113-00	\$ 2,494,588.70
004	0079113-00	\$ 300,000.00
005	0082462-00 - O&M Support first month invoice	\$ 111,700.00
006	00823163-00 - O&M Support Second month invoice	\$ 111,700.00
007	0084115-00 - O&M Support Third month invoice	\$ 111,700.00
008	0084700-00 - O&M Support Fourth month invoice	\$ 111,700.00
009	0085476-00 - O&M Support Fifth month invoice	\$ 111,700.00
010	0085476-00 - O&M Support sixth month invoice	\$ 111,700.00
Total Invoiced To Date		\$ 12,403,993.25
Proposed Final Negotiated Price		\$ 12,738,509.09
Remaining to Pay on Proposed Final Negotiated Price (PAY APP 011)		\$ 334,515.84

Sewerage & Water Board of N.O.

8800 S. Claiborne Avenue
Main Water Purification Plant
New Orleans, LA 70118

FIELD CHANGE ORDER
EE 17-0008 FCO-0010 rev0

TITLE: COR-010 Performance Test of EMD No. 01 and delayed Freight.

PROJECT: Purchase of Five 25Hz Generator Sets

DATE: 7/3/2019

REQ: EE 17-0008

PURCHASE ORDER NO.: 6000110 PG2017

TO: Attn: Tom Sanders
ARCCO
9424 N. Interstate Dr
Baton Rouge, Louisiana.70809
Phone: 225-275-2722 Ext. 119

DESCRIPTION OF CHANGE

This change order addresses 2 outstanding scope changes on this project. First scope change is the delayed freight charges experienced by Arcco when delivering the EMD units to site. After arranging and agreeing on a delivery date, SWB experienced logistical challenges on site that required the original date to be changed. Therefore, an increase in the original delivery cost was incurred and is captured in this change order. The second and final issue is the performance testing of EMD-1. EMD-1 required a second performance testing after major This Field Change Order constitutes a full and complete settlement in the matters set forth herein; including all direct and indirect costs for equipment, manpower, overhead, profit and delay. This settlement is also limited to and applies to any claims arising out of or in account of the matters described and set forth in this agreement.

Item	Description	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
	Performance Test of EMD #01						
FCO No. 0010		1		\$0.00	0.00%	\$0.00	\$20,000.00
FCO No. 0010	Delayed Freight Charges	1					\$160,000.00
				Unit Cost:			\$180,000.00
				Unit Tax:		\$0.00	
				Total:			\$180,000.00

The Original Contract sum was	\$11,878,409.09
Net Change by Previously Authorized Requests and Changes	\$680,100.00
The Contract Sum Prior to This Change Order was	\$12,558,509.09
The Contract Sum Will be Increased	\$180,000.00
The New Contract Sum Including This Change Order	\$12,738,509.09
Original Contract Period (days).....	0
Days awarded prior to this Change Order.....	0
Days Added by This Change Order.....	0
The Date of Substantial Completion as of this Change Order Therefore is	

ACCEPTED:

Contractor

Sewerage & Water Board of N.O.

Sewerage & Water Board of N.O.

By:

Tom Sanders

By:

Melvin R. Spooner, P.E.

By:

Robert Turner, P.E.

Date:

7/2/2019

Date:

8/5/19

Date:

8/7/2019

GENERAL SUPERINTENDENT'S RECOMMENDATIONS

CONTRACT AMENDMENTS

REPORT ON CONTRACT AMENDMENTS – WATER LINE REPLACEMENT PROGRAM

The following resolutions are all associated with amendments relative to scope changes in conjunction with the coordination efforts between the City of New Orleans (CNO) Joint Infrastructure Recovery Roads Programs and S&WB Water Line Replacement Program. During these coordination and management efforts, it was determined to include the design, construction administration, repackaging and supplemental services for Additional Water Lines into projects where CNO are rehabilitating FEMA eligible roadways.

1. **R-073-2019** – Richard C. Lambert , LLC
Project Neighborhoods – Gentilly Woods, Pontchartrain Park
Original Contract Amount - \$342,599.93
Amount of Previous Amendments - \$ 0.00
Amount this Amendment No 2 - \$279,051.18
Revised Contract Amount - \$621,651.11

2. **R-074-2019** – Arcadis U.S., Inc.
Project Neighborhoods – Irish Channel, East Riverside, Touro, Seventh Ward, Treme-Lafitte, Tulane-Gravier
Original Contract Amount - \$ 103,729.10
Amount of Previous Amendments - \$ 727,188.53
Amount this Amendment No. 2 - \$ 142,562.88
Revised Contract Amount - \$ 973,480.49

3. **R-075-2019** – G.E.C., Inc
Project Neighborhoods – St. Bernard, Fairgrounds, Bayou St. John
Original Contract Amount - \$399,746.65
Amount of Previous Amendments - \$ 0.00
Amount this Amendment No. 1 - \$181,609.59
Revised Contract Amount - \$581,356.25

4. **R-083-2019** – Neel Schaffer, Inc
Project Neighborhoods – City Park, Dixon, Mid City
Original Contract Amount - \$498,463.13
Amount of Previous Amendments - \$161,600.26
Amount this Amendment No. 2 - \$ 75,253.81
Revised Contract Amount - \$735,317.20

5. **R-084-2019** – Royal Engineers and Consultants, LLC
Project Neighborhoods – Little Woods,
Original Contract Amount - \$211,459.72
Amount of Previous Amendments - \$ 0.00
Amount this Amendment No. 1 - \$147,990.31
Revised Contract Amount - \$359,450.03

6. **R-085-2019** – Design Engineering, Inc
Project Neighborhoods – Pines Village, West Lake Forest
Original Contract Amount - \$217,699.89
Amount of Previous Amendments - \$ 59,084.84
Amount this Amendment No. 2 - \$ (10,424.90)
Revised Contract Amount - \$266,359.83

7. **R-086-2019** – Rahman and Associates, Inc
Project Neighborhoods – Filmore, Lakeshore-Lake Vista, Lake Terrace and Oaks
Original Contract Amount - \$1,484,335.56
Amount of Previous Amendments - \$ 135,466.09
Amount this Amendment No. 3 - \$ 30,465.97
Revised Contract Amount - \$1,650,267.62

OTHER CONTRACT AMENDMENTS

1. **R-119-2019 – Authorization of Amendment to Agreement for Services with Burk-Kleinpeter for Program Management Services for Hurricane Katrina-Related Sewer Restoration Projects and in Connection with the 404 Sewer Hazard Mitigation Grant Program**

This amendment extends the timeframe of the existing agreement to July 18, 2020 to continue providing program management services at no additional costs to the Board through closeout of the HMGP work.

2. **R-124-2019 – Authorization for Second Extension of Contract 8138 – Furnishing Skilled and Unskilled Labor for Maintenance Services with the GEE CEE Company of Louisiana, Inc.**

This authorization extends the timeframe of the Current Contract to December 31, 2019 for an additional amount to not to exceed \$1,500,000.00. The Current Contract authorizes the Board, at its discretion and for any cause which it may deem sufficient, to extend the times set for starting and for completing the Current Contract. In addition, S&WB staff is preparing to conduct a new public bid process for a new contract for the furnishing of skilled and unskilled labor for maintenance services.

**AUTHORIZATION OF CONTRACT AMENDMENT NO. 2 TO THE
AGREEMENT BETWEEN THE SEWERAGE AND WATER BOARD OF NEW
ORLEANS AND RICHARD C. LAMBERT, LLC FOR DESIGN AND
ENGINEERING SERVICES FOR WATER LINE REPLACEMENT PROGRAM**

WHEREAS, by Resolution R-046-2012 approved March 15, 2012, the Sewerage and Water Board of New Orleans (Board) authorized execution of a contract with Richard C. Lambert Consultants, LLC (Contractor) to provide engineering and design services for the Water Line Replacement Program for the Gentilly Woods and Pontchartrain Park neighborhoods, and pursuant to Resolution R-046-2012 the Board and Contractor entered into an agreement on December 12, 2012; and

WHEREAS, the value under the original Agreement was \$342,599.93;

WHEREAS, by Resolution R-174-2012, approved September 19, 2012, the Board authorized amendment of the Original Agreement to approve Contractor's designation of Kenall Inc. to comply with the DBE participation summary sheet to meet or exceed the established DBE participation goal of 35%, rather than Circular and Gotech, as stated in Resolution R-046-2012 at the same percentage, and to provide for compensation for surveying services at a rate not to exceed \$7 per linear foot in 2012; and

WHEREAS, by Resolution R-167-2014, approved August 20, 2014, the Board authorized amendment of the Original Agreement to include program/project management services, design and inspection services of repair or replacement of drain lines damaged by Katrina as approved and funded by FEMA PWs for the City Department of Public Works, and payment of fees therefor; and

WHEREAS, pursuant to Resolution R-167-2014, the Board and Contractor executed Amendment No. 1 dated September 17, 2014 for program/project management services, design and inspection services of repair or replacement of drain lines and for compensation of survey work in accordance with FEMA recommended policy; and

WHEREAS, the value under Amendment No. 1 was at no cost (for a total contract value of \$342,599.93); and

WHEREAS, the value under Amendment No. 1 was unchanged due to the performance of some services contemplated thereunder by Board staff rather than by Contractor (i.e., program/project management services) such that the fees are no longer necessary; and

WHEREAS, to prevent unnecessary delays to the Sewerage and Water Board's Water Line Replacement Program and the City of New Orleans Recovery Roads Program as a result of DPW modifying its project limits after S&WB designs were completed, S&WB tasked its consultants with realigning their previously completed designs to correspond to those project limits modified by DPW; and,

WHEREAS, during the coordination and management efforts of the Sewerage and Water Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work, it was determined to include additional water lines into projects in the Gentilly Woods and Pontchartrain park neighborhoods neighborhoods; and,

WHEREAS, the Board is in need of additional design, construction administration, design realignment, and supplemental services for additional the additional water lines in Gentilly Woods and Pontchartrain Park neighborhoods, and Contractor is willing to perform same for \$279,051.18 (for a total contract value of \$621,651.11); and

NOW, THEREFORE BE IT RESOLVED, that the Executive Director of the Sewerage and Water Board be and he is hereby authorized to execute on behalf of the Sewerage and Water Board of New Orleans Contract Amendment No. 2 to the existing agreement with Richard C. Lambert Consultants, LLC to include additional design, construction administration, design realignment and supplemental services in the Gentilly Woods and Pontchartrain Park neighborhoods at a fee not to exceed \$279,051.18 (for a total contract value of \$621,651.11), to delete any future program/project management services and all unaccrued program/project management service fees and establishing a contract expiration date of November 28, 2021.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS PROFESSIONAL SERVICES FACT SHEET



ACTION REQUESTED

PROFESSIONAL SERVICES AMENDMENT

Design & Engineering Services

Approval of Contract Amendment No. 2 for \$279,051.18.

CONSULTANT/SUBCONSULTANT INFORMATION

PRIME:	SUBS:	DBE PARTICIPATION GOAL:
Richard C. Lambert, LLC	Kenall, Inc.	35%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$ 342,599.93
Previous Amendments Value:	\$ 0.00
Current Amendment Value:	\$ 279,051.18
Original Contract Dates:	12/12/2012 to not specified in contract
Time Extensions Authorized:	NA
Additional time Requested:	end of construction 11/28/2021
No. of Option Years in Contract:	NA
Total Revised Value of Contract:	\$ 621,651.11

Purpose and Scope of the Contract:

The main purpose of this contract is provide engineering and professional services in association with the Joint Infrastructure Recovery Roads (JIRR) program in coordination with the City of New Orleans' Recovery Roads Program. Sewerage and Water Board Utilities will be replaced during reconstruction of the roadways, to minimize the impact upon the residents of the city.

Reason for Amendment:

This amendment provides for additional funding for the additional anticipated FEMA funded waterlines, relative to coordinating these repairs with the DPW Recovery Roads Program and the S&WB Water Line Replacement Program. This amendment also rescinds unaccrued project/program management fees authorized by Amendment 1.

Spending Previous Years:

Cumulative Contract Value: 12/12/2012 to 5/01/2019: \$ 342,599.93

Cumulative Contract Spending: 12/12/2012 to 5/01/2019: \$ 329,292.83

Contractor's Past Performance:

According to the Board's project manager, the designer's timeliness of deliverables, conformance to SWBNO policies and procedures, quality all meet expectations. To date the consultant has not achieved a **DBE participation rate of 35%**. Current DBE participation is calculated to be 7.5%. Remaining DBE participation will be met by Resident Inspection Services during Construction.

PROCUREMENT INFORMATION

Contract Type:	FEMA approved percentage of Construction, NTE 18% of Construction	Award Based On:	RFQ/RFP
Commodity:	Professional Services	Contract Number:	NA
Contractor Market:	Open Market		

BUDGET INFORMATION

Funding:	Capital	Department:	Network Engineering
System:	Water	Department Head:	M. Ron Spooner

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
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Sewer		
Water		
Drainage		
Grant		
Other – FEMA (WLRP)	100%	\$279,051.18
TOTAL ESTIMATED DOLLAR AMOUNT OF AMENDMENT		\$279,051.18

for 
Mark Van Hala, P.E.
SWB JIRR Program Administrator



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: August 3, 2019

From: M. Ron Spooner, P.E.
Chief of Engineering

A handwritten signature in blue ink, appearing to be "MRS", is written over the name M. Ron Spooner.

Via: Bruce Adams, P.E.
Deputy Director of Engineering and Construction

Via: Bob Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: **Contract Amendment No. 2 – Richard C. Lambert, LLC. - Water Line Replacement Program**

Attached please find the supporting documents from the Chief of Engineering recommending approval of the second Contract Amendment for Engineering Services to be performed by Richard C. Lambert, LLC for the Water Line Replacement Program.


This request is in the amount of \$279,051.18 for Additional Engineering Services (AES):

- AES 1 - \$279,051.18 - This AES represents the addition of design, construction administration, design realignment, and supplemental services performed by Richard C. Lambert, LLC for the Additional Water Lines. Design, construction, and supplemental services are anticipated to continue through the completion of Wave 2 construction, currently scheduled to complete in 2022.
- AES 2 - \$0.00 – This AES represents rescinding any unaccrued fees for project/program management as authorized by Amendment 1 (R-167-2014).

This Contract Amendment request brings the cumulative Contract Total to \$621,651.11 with the Contract Amendment totaling \$279,051.18. Richard C. Lambert, LLC. has committed to maintain their 35% DBE Participation Goal through these amendments.


I would appreciate you forwarding this request to the attention of the appropriate committees of the Board for their consideration and approval.

APPROVED:

 08/06/2019

Bruce Adams, P.E.
Deputy Director of Engineering and Construction

APPROVED:



Robert Turner, P.E.
General Superintendent

Cc: Dexter Joseph, Budget
Legal Dept
Alvin Porter, EDBP
Mark VanHala, SWB JIRR

Sewerage & Water Board of N.O.

8800 S. Claiborne Avenue
Main Water Purification Plant
New Orleans, LA 70118

Additional Engineering Services

Richard C. Lambert, LLC RCL - AES 01

TITLE: Additional Water Lines

PROJECT: Water Line Replacement Program

DATE : 5/30/2019

JOB : A1361XXX

CONTRACT NO. : NA

TO: Attn: Franz J. Zemmer, P.E.
Richard C. Lambert, LLC
900 West Causeway Approach
Mandeville, LA 70471
Phone: 985-727-444

DESCRIPTION OF CHANGE

This AES represents additional engineering design, construction, design realignment, and supplemental services for the Water Line Replacement Program (WLRP) for the Pontchartrain Park and Gentilly Woods neighborhoods. These costs include services through the expected completion of Wave 2 Construction, currently scheduled for the second quarter of 2022.

Item	AES Description	Quantity	Measurement	Net Amount
0001	Design, CA&I, design realignment, and supplemental services for RR140 Pontchartrain Park Group A	1	EA	\$279,051.18

Total: \$279,051.18

The Original Contract sum was	\$342,599.93
Net Change by Previously Authorized AES tasks	
The Contract Sum Prior to This Change Order was	\$342,599.93
The Contract Sum Will be Increased	\$279,051.18
The New Contract Sum Including This Change Order	\$621,651.11

ACCEPTED:

Richard C. Lambert, LLC

Sewerage & Water Board of N.O.

Sewerage & Water Board of N.O.

By: 
Franz J. Zemmer, P.E.

By: 
Melvin R. Spooner, P.E.

By: 
Bruce Adams, P.E. 08/06/2019

AUTHORIZATION OF CONTRACT AMENDMENT NO. 2 FOR PROFESSIONAL SERVICES BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND ARCADIS U.S. INC. FOR ENGINEERING AND DESIGN SERVICES FOR THE WATERLINE REPLACEMENT PROGRAM

WHEREAS, by Resolution R-043-2012 approved March 21, the Sewerage and Water Board of New Orleans (Board) authorized execution of a contract with Malcolm Pirnie/Arcadis (Contractor) to provide engineering and design services for the Water Line Replacement Program for the Irish Channel, East Riverside, and Touro neighborhoods, and pursuant to Resolution R-043-2012 the Board and Contractor entered into an agreement on March 21, 2012; and,

WHEREAS, the value under the original Agreement was \$103,729.10; and,

WHEREAS, by Resolution R-045-2013, the Board authorized amending the Agreement to assign the neighborhoods of Seventh Ward, Treme-Lafitte and Tulane-Gravier and compensation of surveying work to Contractor; and,

WHEREAS, by Resolution R-160-2014 approved August 20, 2014, the Board authorized including program/project management services, design and inspection services of repair or replacement of drain lines damaged by Katrina as approved and funded by FEMA PWs for the City Department of Public Works, and payment of fees therefor; and,

WHEREAS, pursuant to Resolutions R-045-2013 and R-160-2014, the Board and Arcadis U.S. Inc. (successor to original Contractor) executed Amendment 1 for program/project management services, design and inspection services of repair or replacement of drain lines and for compensation of survey work in accordance with FEMA recommended policy; and,

WHEREAS, the value under Amendment 1 was \$727,188.51 (for a total value of \$837,917.61); and,

WHEREAS, the value under Amendment 1 has decreased due to the performance of some services contemplated thereunder by Board staff rather than by Contractor (i.e., program/project management services) and by the reduced level of services related to the Tulane-Gravier neighborhood, such that the unaccrued portions of such fees is no longer necessary, specifically:

- the level of services required for the Tulane-Gravier neighborhood due was decreased due to to waterline abandonment or replacement in the construction of the VA Medical Complex and the unaccrued portion of those fees (-\$38,582.23); and,
- the program/project management services authorized by Amendment No. 1, are being provided by the Board's staff and the unaccrued portion of those fees (-\$15,599.80) is no longer necessary; and,

WHEREAS, to prevent unnecessary delays to the Sewerage and Water Board's Water Line Replacement Program and the City of New Orleans Recovery Roads Program as a result of DPW modifying project limits after S&WB designs were completed, S&WB tasked its consultants with realigning their previously completed designs to correspond to those project limits modified by DPW; and,

WHEREAS, during the coordination and management efforts of the Sewerage and Water Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work, it was determined to include additional water lines into projects in the Seventh Ward and Treme-Lafitte neighborhoods; and,

WHEREAS, the Board is in need of engineering and design services for the additional water lines in the Seventh Ward and Treme-Lafitte neighborhoods, and Contractor is willing to perform same for \$89,224.58 for the Seventh Ward and \$107,520.33 for Treme-Lafitte (total of \$196,744.91); and,

NOW THEREFORE, BE IT RESOLVED, that the President and/or President Pro Tem is hereby authorized to execute an amendment to the current agreement with Arcadis USA, Inc., increasing the net fee authorized to be paid to Arcadis U.S. Inc. by \$142,562.88 (additional total design of \$196,744.91 minus unaccrued fees of \$38,582.23 and \$15,599.80, as detailed above) to a total fee of \$973,480.49, rescinding the unaccrued project/program management fee, and establishing a contract expiration date of December 30, 2022.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS PROFESSIONAL SERVICES FACT SHEET



ACTION REQUESTED

PROFESSIONAL SERVICES AMENDMENT
Design & Engineering Services

Approval of Contract Amendment No. 2 for \$142,562.88

CONSULTANT/SUBCONSULTANT INFORMATION

PRIME:	SUBS:	DBE PARTICIPATION GOAL:
Arcadis U.S., Inc.	ILSI	35%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$ 103,729.10
Previous Amendments Value:	\$ 727,188.51
Current Amendment Value:	\$ 142,562.88
Original Contract Dates:	10/17/2012 to not specified in contract
Time Extensions Authorized:	NA
Additional time Requested:	End of construction 12/30/2022.
No. of Option Years in Contract:	NA
Total Revised Value of Contract:	\$ 973,480.49

Purpose and Scope of the Contract:

The main purpose of this contract is provide engineering and professional services in association with the Joint Infrastructure Recovery Roads (JIRR) program in coordination with the City of New Orleans' Recovery Roads Program. Sewerage and Water Board Utilities will be replaced during reconstruction of the roadways, to minimize the impact upon the residents of the city.

Reason for Amendment:

This amendment provides for additional funding for the additional anticipated FEMA funded waterlines, relative to coordinating these repairs with the DPW Recovery Roads Program and the S&WB Water Line Replacement Program. This amendment also rescinds unaccrued project/program management fees authorized by Amendment 1, and reduction of fees in the Tulane-Gravier neighborhood.

Spending Previous Years:

Cumulative Contract Value: 10/17/2012 to 5/01/2019: \$830,917.61

Cumulative Contract Spending: 10/17/2012 to 5/01/2019: \$352,544.00

Contractor's Past Performance:

According to the Board's project manager, the designer's timeliness of deliverables, conformance to SWBNO policies and procedures, quality all meet expectations. To date the consultant has not achieved a **DBE participation rate of 35%**. DBE participation will be met by Resident Inspection services during Construction.

PROCUREMENT INFORMATION

Contract Type:	FEMA approved percentage of Construction, NTE 18% of Construction	Award Based On:	RFQ/RFP
Commodity:	Professional Services	Contract Number:	NA
Contractor Market:	Open Market		

BUDGET INFORMATION

Funding:	Capital	Department:	Network Engineering
System:	Water	Department Head:	M. Ron Spooner

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer		
Water		
Drainage		

Grant		
Other – FEMA (WLRP)	100%	\$142,562.88
TOTAL ESTIMATED DOLLAR AMOUNT OF AMENDMENT		\$142,562.88



M. Ron Spooner, P.E.
Chief of Engineering



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: August 3, 2019

From: M. Ron Spooner, P.E.
Chief of Engineering

Via: Bruce Adams, P.E.
Deputy Director of Engineering and Construction

Via: Bob Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: Contract Amendment No. 2 – Arcadis U.S. Inc. - Water Line Replacement Program

Attached please find the supporting documents from the Chief of Engineering recommending approval of the second Contract Amendment for Engineering Services to be performed by Arcadis U.S. Inc. for the Water Line Replacement Program.

This request is in the amount of \$142,562.88 for Additional Engineering Services (AES):


- AES 1 – (-\$38,582.23) – This AES represents the reduction of fees from the Tulane-Gravier neighborhood due to line segments abandoned or replaced during the construction of the VA Medical Complex.
- AES 2 - \$89,224.58 - This AES represents the addition of design, construction administration, design realignment, and supplemental services performed by Arcadis U.S. Inc. for the Additional Water Lines in the Seventh Ward neighborhood. Design, construction administration, and supplemental services are anticipated to continue through the completion of Wave 2 construction, currently scheduled to complete 12/30/2021.
- AES 3 - \$107,520.33 - This AES represents the addition of design, construction administration, design realignment, and supplemental services performed by Arcadis U.S. Inc. for the for Additional Water Lines in the Tremé-Lafitte neighborhood. Design, construction administration, and supplemental services are anticipated to continue through the completion of Wave 2 construction, currently scheduled to complete 12/30/2021.
- AES 4 – (-\$15,599.80) – This AES represents rescinding the unaccrued fees for project/program management as authorized by Amendment 1 (R-160-2014).

This Contract Amendment request brings the cumulative Contract Total to \$973,480.49 with this

Contract Amendment totaling \$142,562.88. Arcadis U.S. Inc. has committed to maintain their 35% DBE Participation Goal through these amendments.


I would appreciate you forwarding this request to the attention of the appropriate committees of the Board for their consideration and approval.

APPROVED:

 08/06/2019

Bruce Adams, P.E.
Deputy Director of Engineering and Construction

APPROVED:



Robert Turner, P.E.
General Superintendent

Cc: Dexter Joseph, Budget
Legal Dept
Alvin Porter, EDBP
Mark VanHala, P.E., SWB JIRR

SCOPE OF CHANGE No. 2
WATER LINE REPLACEMENT PROGRAM
IRISH CHANNEL, EAST RIVERSIDE, TOURO, SEVENTH WARD, TREME-LAFITTE, TULANE-GRAVIER
ARCADIS U.S. INC.
CONTRACT AMENDMENT NO. 2

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

AES #	CN	Detailed Description	Fee	Funding Source
1		Reduction of fees in the Tulane-Gravier neighborhood	\$ (38,582.23)	FEMA
		Design, construction administrative, and design realignment services Additional Waterlines for Wave 2, RR004 Bayou St. John, Fairgrounds, Seventh Ward Group B	\$ 30,652.53	FEMA
2		Design realignment	\$ 10,552.00	FEMA
		Supplemental Services - Survey	\$ 24,827.05	FEMA
		Supplemental Services - Resident Inspection	\$ 23,193.00	FEMA
		Design, construction administrative, and design realignment services Additional Waterlines for Wave 2, RR183 Treme-Lafitte Group B	\$ 37,355.00	FEMA
3		Design realignment	\$ 7,500.00	FEMA
		Supplemental Services - Survey	\$ 28,836.10	FEMA
		Supplemental Services - Resident Inspection	\$ 33,829.23	FEMA
4		Rescind unaccrued project/program management fees authorized by Amendment 1	\$ (15,599.80)	FEMA
TOTAL			\$ 142,562.88	

CONTRACT AMOUNT	
Original Contract Amount	\$ 103,729.10
Amount of Previous Contract Amendments	\$ 727,188.51
Amount of this Contract Amendment	\$ 142,562.88
Contract Amendments to date	\$ 869,751.39

REVISED CONTRACT AMOUNT	\$ 973,480.49
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It is mutually agreed to perform and accept the above revisions for AES #1, AES #2, AES #3, and AES #4 in accordance with the currently amended contract and the applicable specifications for the above price.

Proposed By:

Joe Sensebe, P. E.
Arcadis U. S. Inc.

Approved By:

M. Ron Spooner
Chief of Engineering

Recommended By:

Susan Diehl
S&W Project Manager

AUTHORIZATION OF CONTRACT AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND G.E.C. INC. FOR ENGINEERING AND DESIGN SERVICES FOR THE WATERLINE REPLACEMENT PROGRAM

WHEREAS, by Resolution R-040-2012 approved March 21, 2012, the Sewerage and Water Board of New Orleans (Board) awarded a contract to G.E.C., Inc. (Contractor) to perform engineering and design services for the Waterline Replacement Program (WLRP) for the St. Bernard, Fairgrounds, and Bayou St. John neighborhoods, and pursuant to Resolution R-040-2012, the Board and Contractor entered into a Professional Services Agreement on November 20, 2012; and

WHEREAS, the value under the original Agreement was \$399,746.66; and,

WHEREAS, by Resolution R-157-2014 approved August 20, 2014, the Board authorized amendment of the Agreement to include program/project management services, design and inspection services of repair or replacement of drain lines damaged by Katrina as approved and funded by FEMA PWs for the City Department of Public Works, and payment of fees therefor; and,

WHEREAS, pursuant to Resolution R-157-2014, the Board and Contractor executed Amendment No. 1 dated October 30, 2014, for program/project management services, design and inspection services of repair or replacement of drain lines and to provide for compensation as a percentage of construction costs, not to exceed 10% and that the fees, as defined in the original agreement, should be based on the amounts FEMA approved on PW's for design and construction inspection; and,

WHEREAS, the value under Amendment No. 1 was at no cost (for a total value of the original Agreement and Amendment No. 1 of \$399,746.66); and,

WHEREAS, the value under Amendment No. 1 was not changed due to the performance of some services contemplated thereunder by Board staff rather than by Contractor (i.e., program/project management services are being provided by the Board's staff), such that fees for those services were not required; and,

WHEREAS, to prevent unnecessary delays to the Board's Water Line Replacement Program and the City of New Orleans Recovery Roads Program as a result of DPW modifying its project limits after S&WB designs were completed, S&WB tasked its consultants with realigning the completed designs to those project limits modified by DPW; and,

WHEREAS, during the coordination and management efforts of the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work, it

was determined to include additional water lines into projects in the St. Bernard, Fairgrounds, and Bayou St. John Neighborhoods; and,

WHEREAS, in connection therewith, the Board has a need for design realignment, design bidding, construction administration, record drawings, supplemental and resident inspection services in the St. Bernard, Fairgrounds, and Bayou St. John neighborhoods, and Contractor is willing to provide same by amending the Agreement to add:

- design realignment for the RR004 Bayou St. John, Fairgrounds, Seventh Ward Group B project in the amount of \$3,180.00; and,
- design realignment services and design, bidding, construction administration, record drawings, and supplemental services for added waterlines to the RR165 St. Bernard Group A project in the amount of \$106,711.01; and,
- surveying, design, bidding, construction administration, record drawings, and resident inspection for the St. Bernard Avenue Transmission Main Project in the amount of \$71,718.58; and,

NOW THEREFORE BE IT RESOLVED, that the Executive Director is hereby authorized to execute on behalf of the Sewerage and Water Board of New Orleans Amendment No. 2 to the existing agreement with G.E.C., Inc., providing for engineering, design and other services as described hereinabove, increasing the fee authorized to be paid to G.E.C. Inc. by \$181,609.59 to a total fee of \$581,356.25, modifying the Scope of Work to exclude any future program/project management services and all unaccrued program/project management service fees, and establishing a contract expiration date of May 30, 2022.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS PROFESSIONAL SERVICES FACT SHEET



ACTION REQUESTED

PROFESSIONAL SERVICES AMENDMENT

Design & Engineering Services

Approval of Contract Amendment No. 2 for \$181,609.59.

CONSULTANT/SUBCONSULTANT INFORMATION

PRIME:	SUBS:	DBE PARTICIPATION GOAL:
G.E.C., Inc.	Trigon Associates, LLC	35%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$ 399,746.66
Previous Amendments Value:	\$ 0.00
Current Amendment Value:	\$ 181,609.59
Original Contract Dates:	11/20/2012 to not specified in contract
Time Extensions Authorized:	NA
Additional time Requested:	End of construction 5/30/2022.
No. of Option Years in Contract:	NA
Total Revised Value of Contract:	\$ 581,356.25

Purpose and Scope of the Contract:

The purpose of this contract is to provide engineering and professional services in association with the Joint Infrastructure Recovery Roads (JIRR) program in coordination with the City of New Orleans' Recovery Roads Program. Sewerage and Water Board Utilities will be replaced during reconstruction of the roadways, to minimize the impact upon the residents of the city.

Reason for Amendment:

This amendment provides for additional funding for the additional anticipated FEMA funded waterlines, relative to coordinating these repairs with the DPW Recovery Roads Program and the S&WB Water Line Replacement Program and to remove Program/Project Management scope and fees that are no longer required.

Spending Previous Years:

Cumulative Contract Value: 11/20/2012 to 5/01/2019: \$399,746.66

Cumulative Contract Spending: 11/20/2012 to 5/01/2019: \$259,681.44

Contractor's Past Performance:

According to the Board's project manager, the designer's timeliness of deliverables, conformance to SWBNO policies and procedures, quality all meet expectations. To date the consultant has not achieved a **DBE participation rate of 35%**. Current DBE participation is calculated to be 14.9%. Remaining DBE participation will be met by Resident Inspection Services during Construction.

PROCUREMENT INFORMATION

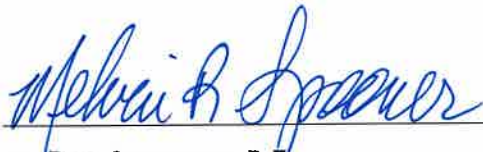
Contract Type:	FEMA approved percentage of Construction, NTE 18% of Construction	Award Based On:	RFQ/RFP
Commodity:	Professional Services	Contract Number:	NA
Contractor Market:	Open Market		

BUDGET INFORMATION

Funding:	Capital	Department:	Network Engineering
System:	Water	Department Head:	M. Ron Spooner

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer Bonds		
Water Bonds		
Drainage Bonds		
Grant		
Other – FEMA (WLRP)	100%	\$181,609.59
TOTAL ESTIMATED DOLLAR AMOUNT OF AMENDMENT		\$181,609.59



M. Ron Spooner, P.E.
Chief of Engineering



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: August 5, 2019

From: M. Ron Spooner, P.E.
Chief of Engineering

Via: Bruce Adams, P.E.
Deputy Director of Engineering and Construction

Via: Bob Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: Contract Amendment No. 2 – G.E.C. Inc. - Water Line Replacement Program

Attached please find the supporting documents from the Chief of Engineering recommending approval of the second Contract Amendment for Engineering Services to be performed by G.E.C. Inc. for the Water Line Replacement Program.


This request is in the amount of \$181,609.59 for Additional Engineering Services (AES):

- AES 1 - \$3,180.00 - This AES adds design realignment services for the Water Line Replacement Program (WLRP) for the Fairgrounds and Bayou St. John neighborhoods. These costs include services through the expected completion of Wave 2 Construction, currently scheduled for the second quarter of 2022.
- AES 2 - \$-106,711.01 - This AES represents additional engineering design, bidding, construction administration, record drawings, and supplemental services for the waterlines added to the RR165 St. Bernard Group A project. These costs include services through the expected completion of Wave 2 Construction, currently scheduled for the second quarter of 2022.
- AES 3 - \$71,718.58 – This AES represents adding of engineering design, bidding, construction administration, record drawings, and supplemental services for the St. Bernard Avenue Transmission Main Project in the Water Line Replacement Program (WLRP) St. Bernard neighborhood. These costs include services through the expected completion of Wave 2 Construction, currently scheduled for the second quarter of 2021.
- AES 4 - \$0 – This AES represents rescinding any unaccrued fees for project/program management as authorized by Amendment 1 (R-157-2014).


This Contract Amendment request brings the cumulative Contract Total to \$581,356.25 with the Contract Amendment totaling \$181,609.59. G.E.C. Inc. has committed to maintain their 35% DBE Participation Goal through these amendments.

I would appreciate you forwarding this request to the attention of the appropriate committees of the Board for their consideration and approval.

APPROVED:

 08/06/2019
Bruce Adams, P.E.
Deputy Director of Engineering and Construction

APPROVED:


Robert Turner, P.E.
General Superintendent

Cc: Dexter Joseph, Budget
Legal Dept
Alvin Porter, EDBP
Mark VanHala, SWB JIRR

SCOPE OF CHANGE No. 1
WATER LINE REPLACEMENT PROGRAM
ST. BERNARD, FAIRGROUNDS, BAYOU ST. JOHN
G.E.C. INC.
CONTRACT AMENDMENT NO. 2

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

AES #	CN	Detailed Description	Fee	Funding Source
1		Design realignment Wave 2, RR004 Bayou St. John, Fairgrounds, Seventh Ward Group B	\$ 3,180.00	FEMA
2		Design and construction administration Additional Waterlines for Wave 2, RR165 St. Bernard Group A	\$ 42,455.68	FEMA
		Supplemental Services - Survey	\$ 28,836.10	FEMA
		Supplemental Services - Resident Inspection	\$ 33,829.23	FEMA
		Design realignment	\$ 1,590.00	FEMA
3		Survey, Design, and Construction Administration 50-inch Transmission Main	\$ 71,718.58	FEMA
4		Rescind project/program management fees authorized by Amendment 1	\$ -	FEMA
TOTAL			\$	181,609.59

CONTRACT AMOUNT	
Original Contract Amount	\$ 399,746.66
Amount of Previous Contract Amendments	\$ -
Amount of this Contract Amendment	\$ 181,609.59
Contract Amendments to date	\$ 181,609.59

REVISED CONTRACT AMOUNT	\$ 581,356.25
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It is mutually agreed to perform and accept the above revisions for AES #1, AES #2, AES #3 and AES #4 in accordance with the currently amended contract and the applicable specifications for the above price.

Proposed By:

Michael M. Hattaway, P.E.
G.E.C. Inc.

Approved By:

M. Ron Spooner
Chief of Engineering

Recommended By:

Susan Diehl
S&WB Project Manager

AUTHORIZATION OF CONTRACT AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND NEEL SCHAFFER, INC, FOR DESIGN AND ENGINEERING SERVICES FOR THE WATERLINE REPLACEMENT PROGRAM

WHEREAS, by Resolution R-043-2012 approved March 21, the Sewerage and Water Board of New Orleans (Board) authorized execution of a contract with **NEEL SCHAFFER, INC** (Contractor) to provide engineering and design services for the Water Line Replacement Program for the City Park, Dixon and Mid City neighborhoods, and pursuant to Resolution R-043-2012 the Board and Contractor entered into an agreement on September 10, 2012; and

WHEREAS, the value under the original Agreement was \$498,463.13;

WHEREAS, by Resolution R-164-2014, the Board authorized amending the Agreement to include program/project management services, design and inspection services of repair or replacement of drain lines damaged by Katrina as approved and funded by FEMA PWs for the City Department of Public Works, and payment of fees therefor; and

WHEREAS, pursuant to Resolution R-164-2014, the Board and Contractor executed Amendment No. 1 dated September 17, 2014, for program/project management services, design and inspection services of repair or replacement of drain lines and for compensation of survey work in accordance with FEMA recommended policy; and

WHEREAS, the value under Amendment No. 1 was \$161,600.26 (for a total value of \$660,063.39); and

WHEREAS, the value under Amendment 1 has decreased due to the performance of some services contemplated thereunder by Board staff rather than by Contractor (i.e., program/project management services) such that the unaccrued portions of such fees is no longer necessary (\$76,607.00); and

WHEREAS, to prevent unnecessary delays to the Sewerage and Water Board's Water Line Replacement Program and the City of New Orleans Recovery Roads Program as a result of DPW modifying its project limits after S&WB designs were completed, S&WB tasked its consultants with realigning their previously completed designs to correspond to those project limits modified by DPW; and,

WHEREAS, during the coordination and management efforts of the Sewerage and Water Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work, it was determined to include additional water lines into projects in the City Park, Dixon and Mid City neighborhoods neighborhoods; and,

WHEREAS, the Board is in need of engineering and design services for the additional water lines in the City Park, Dixon and Mid City neighborhoods, and Contractor is willing to perform same for \$151,860.81; and

NOW THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to execute an amendment to the current agreement with Neel-Schaffer, Inc, to include design and supplemental services, to increase the net fee authorized to be paid to Neel-Schaffer, Inc by \$75,253.81 to a total fee of \$735,317.20, modifying the Scope of Work to delete any future program/project management services and all unaccrued program/project management services fees, and establishing a contract expiration date of May 30, 2022.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a Resolution adopted
at the Regular Monthly Meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS PROFESSIONAL SERVICES FACT SHEET



ACTION REQUESTED

PROFESSIONAL SERVICES AMENDMENT

Neel-Schaffer, Inc

Approval of Contract Amendment No. 2 for \$75,253.81

CONSULTANT/SUBCONSULTANT INFORMATION

PRIME:	SUBS:	DBE PARTICIPATION GOAL:
Neel-Schaffer, Inc.	GoTech, Inc.	35%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$ 498,463.13
Previous Amendments Value:	\$ 161,600.26
Current Amendment Value:	\$ 75,253.81
Original Contract Dates:	9/10/2012 to not specified in contract
Time Extensions Authorized:	NA
Additional time Requested:	End of Construction May 30, 2022
No. of Option Years in Contract:	NA
Total Revised Value of Contract:	\$ 735,317.20

Purpose and Scope of the Contract:

The main purpose of this contract is to provide engineering and professional services in association with the Joint Infrastructure Recovery Roads (JIRR) program in coordination with the City of New Orleans' Recovery Roads Program. Sewerage and Water Board Utilities will be replaced during reconstruction of the roadways, to minimize the impact upon the residents of the city.

Reason for Amendment:

This amendment provides for additional funding for the additional anticipated FEMA funded waterlines, relative to coordinating these repairs with the DPW Recovery Roads Program and the S&WB Water Line Replacement Program and removes project/program management fees no longer necessary.

Spending Previous Years:

Cumulative Contract Value: 9/10/2012 to 5/01/2019: \$660,063.39

Cumulative Contract Spending: 9/10/2012 to 5/01/2019: \$379,319.21

Contractor's Past Performance:

According to the Board's project manager, the designer's timeliness of deliverables, conformance to SWBNO policies and procedures, quality all meet expectations. To date the consultant has not achieved a **DBE participation rate of 35%**. DBE participation will be met by Resident Inspection services during Construction.

PROCUREMENT INFORMATION

Contract Type:	FEMA approved percentage of Construction, NTE 18% of Construction	Award Based On:	RFQ/RFP
Commodity:	Professional Services	Contract Number:	NA
Contractor Market:	Open Market		

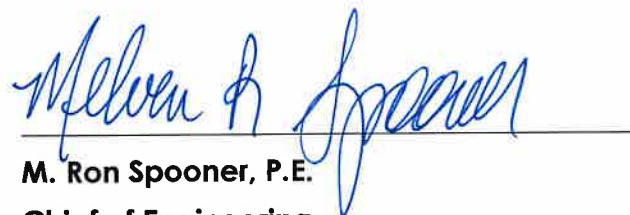
BUDGET INFORMATION

Funding:	Capital (175-13)	Department:	Network Engineering
System:	Water	Department Head:	M. Ron Spooner

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer		
Water		
Drainage		
Grant		

Other – FEMA (WLRP)	100%	\$75,253.81
TOTAL ESTIMATED DOLLAR AMOUNT OF AMENDMENT		\$75,253.81



M. Ron Spooner, P.E.
Chief of Engineering



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: August 3, 2019

From: M. Ron Spooner, P.E.
Chief of Engineering

Via: Bruce Adams, P.E.
Deputy Director of Engineering and Construction

Via: Bob Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: **Contract Amendment No. 2 –Neel Schaffer, Inc. - Water Line Replacement Program**

Attached please find the supporting documents from the Chief of Engineering recommending approval of the second Contract Amendment for Engineering Services to be performed by Neel Schaffer, Inc. for the additional waterlines within the Water Line Replacement Program.

This request is in the amount of \$75,253.81 for Additional Engineering Services (AES):

- AES 1 - \$23,993.25 - This AES represents additional engineering design, construction administration, supplemental services for the Waterline Replacement Program (WLRP) for the Little Woods neighborhood. These costs include services through the completion of Wave 2 construction, currently scheduled to complete in the second quarter of 2022.
- AES 2 - \$10,560.00 - This AES represents design realignment and addition of Construction Administration and Inspection for the Waterline Replacement Program (WLRP) for the RR201 Taft Place project. These costs include services through the completion of Wave 2 construction, currently scheduled to complete in the second quarter of 2022.
- AES 3 - \$117,307.56 - This AES represents design realignment and addition of Construction Administration and Inspection for the Waterline Replacement Program (WLRP) for the RR125 Mid City Group B project. These costs include services through the completion of Wave 2 construction, currently scheduled to complete in the second quarter of 2022.
- AES 4 - (-\$76,607.00) - This AES is to rescind project and program management fees authorized by Amendment #1 for Mid-City and City Park neighborhoods.


This Contract Amendment request brings the cumulative Contract Total to \$735,317.20. Neel

Contract Amendment No. 2– Neel Schaffer, Inc.
Page Two

Schaffer, Inc. has committed to maintain their 35% DBE Participation Goal through this amendment.


I would appreciate you forwarding this request to the attention of the appropriate committees of the Board for their consideration and approval.

APPROVED:

 08/06/2019

Bruce Adams, P.E.
Deputy Director of Engineering and Construction

APPROVED:



Robert Turner, P.E.
General Superintendent

Cc: Dexter Joseph, Budget
Legal Dept
Alvin Porter, EDBP
Mark Van Hala, P.E., SWB JIRR

SCOPE OF CHANGE No. 2
Waterline Replacement Program (WLRP)
CONTRACT
NEEL SCHAFFER, INC
CONTRACT AMENDMENT NO. 2

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

AES #	CN	Detailed Description	Fee	Funding Source
1		Additional (Design/Construction) Services for out-of-scope services RR025 City Park Group A (Wave 2)	\$ 18,693.25	FEMA
		Design Realignment (RR025 City Park)	\$ 5,300.00	FEMA
2		Construction Admin & Inspection RR201 Taft Place	\$ 9,590.00	FEMA
		Design Realignment (RR201-Taft Place)	\$ 970.00	fema
3		Additional (Design/Construction) Services for out-of-scope services RR0125 Mid-City Group B	\$ 109,807.56	FEMA
		Design Realignment (RR125 Mid-City)	\$ 7,500.00	FEMA
4		Rescind project/program management fees authorized by Amendment 1	\$ (76,607.00)	FEMA

TOTAL (NTE) \$ 75,253.81

CONTRACT AMOUNT	
Original Contract Amount	\$ 498,463.13
Amount of Previous Contract Amendments	\$ 161,600.26
Amount of this Contract Amendment	\$ 75,253.81
Contract Amendments to date	\$ 236,854.07

% OF ORIGINAL CONTRACT AMOUNT	
This Contract Amendment	15.1%
Previous Contract Amendments	32.4%
TOTAL TO DATE	47.5%

REVISED CONTRACT (NTE) AMOUNT	\$ 735,317.20
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It is mutually agreed to perform and accept the above revisions for providing additional engineering services in accordance with the currently amended contract for the above (NTE) price.

Proposed By:

Roy Thomas, P.E.
Neel Schaffer, Inc.

Approved By:

M. Ron Spooner, P.E.
SWB, Chief of Engineering

Recommended By:

Mark Van Hala, P.E.
SWB JIRR, Program Administrator

Date

Date

AUTHORIZATION OF CONTRACT AMENDMENT NO. 2 FOR PROFESSIONAL SERVICES BETWEEN SEWERAGE AND WATER BOARD OF NEW ORLEANS AND ROYAL ENGINEERS AND CONSULTANTS, LLC FOR DESIGN AND ENGINEERING SERVICES FOR THE WATER LINE REPLACEMENT PROGRAM (WLRP)

WHEREAS, by Resolution R-047-2012 approved March 15, 2012, the Sewerage and Water Board of New Orleans (Board) authorized execution of a contract with Royal Engineers and Consultants, LLC (Contractor) to provide engineering and design services for the Water Line Replacement Program for the Little Woods neighborhood, and pursuant to Resolution R-047-2012 the Board and Contractor entered into an agreement (Agreement) on September 24, 2012; and,

WHEREAS, the value under the original Agreement was \$211,459.72; and,

WHEREAS, by Resolution R-168-2014, approved August 20, 2014, the Board authorized Amendment No. 1 to include program/project management services for coordination efforts as a percentage of the construction cost up to the approved cost and as approved by Board staff, to reflect the FEMA approved PWs for design and construction inspection of the work performed and payment of fees therefor; and

WHEREAS, pursuant to Resolution R-168-2014, the Board and Contractor executed Amendment No. 1 to the Agreement, dated September October 15, 2014; and

WHEREAS, the value under Amendment No. 1 was unchanged (for a total value of \$211,459.72; and

WHEREAS, Program/Project Management Services are being provided by the Board's staff and those services from the consultant are no longer necessary; and,

WHEREAS, to prevent unnecessary delays to the Sewerage and Water Board's Water Line Replacement Program and the City of New Orleans Recovery Roads Program as a result of DPW modifying its project limits after S&WB designs were completed, S&WB tasked its consultants with realigning their previously completed designs to correspond to those project limits modified by DPW; and,

WHEREAS, during the coordination and management efforts of the Sewerage and Water Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work, it was determined to include additional water lines into projects in the RR100 Little Woods Group A neighborhood; and,

WHEREAS, the Board is in need of design and supplemental services for the additional water lines in the RR100 Little Woods Group A neighborhood, and Contractor is willing to perform same for \$147,990.31 such that there will be a net increase to the cost of the agreement Not to Exceed \$147,990.31; and,

NOW, THEREFORE BE IT RESOLVED, that the Executive Director of the Sewerage and Water Board be and he is hereby authorized to execute on behalf of the Sewerage and Water Board of New Orleans Contract Amendment No. 2 to the existing agreement with Royal Engineers and Consultants, LLC to delete any future program/project management services and all unaccrued program/project management services fees, to including additional design and supplemental services in the RR100 Little

Woods Group A neighborhood at an additional fee not to exceed \$147,990.31 (for a total fee not to exceed \$359,450.03), and to establish a contract expiration date of May 30, 2022.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS PROFESSIONAL SERVICES FACT SHEET



ACTION REQUESTED

PROFESSIONAL SERVICES AMENDMENT

Royal Engineers & Consultants, LLC

Approval of Contract Amendment No. 1 for \$147,990.31.

CONSULTANT/SUBCONSULTANT INFORMATION

PRIME:	SUBS:	DBE PARTICIPATION GOAL:
Royal Engineers & Consultants, LLC	Circular and GoTech, Inc.	35%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$ 211,459.72
Previous Amendments Value:	\$ 0.00
Current Amendment Value:	\$ 147,990.31
Original Contract Dates:	9/24/2012 to not specified in current contract
Time Extensions Authorized:	NA
Additional time Requested:	End of Construction 5/30/2022
No. of Option Years in Contract:	NA
Total Revised Value of Contract:	\$ 359,450.03

Purpose and Scope of the Contract:

The main purpose of this contract is to provide engineering and professional services in association with the Joint Infrastructure Recovery Roads (JIRR) program in coordination with the City of New Orleans' Recovery Roads Program. Sewerage and Water Board Utilities will be replaced during reconstruction of the roadways, to minimize the impact upon the residents of the city.

Reason for Amendment:

This amendment provides for additional funding for the additional anticipated FEMA funded waterlines, relative to coordinating these repairs with the DPW Recovery Roads Program and the S&WB Water Line Replacement Program.

Spending Previous Years:

Cumulative Contract Value: 9/24/2012 to 5/01/2019: \$211,459.72

Cumulative Contract Spending: 9/24/2012 to 5/01/2022: \$165,857.50

Contractor's Past Performance:

According to the Board's project manager, the designer's timeliness of deliverables, conformance to SWBNO policies and procedures, quality all meet expectations. To date the consultant has not achieved a **DBE participation rate of 35%**. DBE participation will be met by Resident Inspection services during Construction.

PROCUREMENT INFORMATION

Contract Type:	FEMA approved percentage of Construction, NTE 18% of Construction	Award Based On:	RFQ/RFP
Commodity:	Professional Services	Contract Number:	NA
Contractor Market:	Open Market		

BUDGET INFORMATION

Funding:	Capital (175-13)	Department:	Network Engineering
System:	Water	Department Head:	M. Ron Spooner

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer Bonds		
Water Bonds		
Drainage Bonds		
Grant		

Other – FEMA (WLRP)	100%	\$147,990.31
TOTAL ESTIMATED DOLLAR AMOUNT OF AMENDMENT		\$147,990.31



M. Ron Spooner, P.E.
Chief of Engineering



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: August 1, 2019

From: M. Ron Spooner, P.E.
Chief of Engineering

A handwritten signature in blue ink, appearing to read "MRS", is written over the name M. Ron Spooner.

Via: Bruce Adams, P.E.
Deputy Director of Engineering and Construction

Via: Bob Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: **Contract Amendment No. 1 – Royal Engineers and Consultants, LLC. - Water Line Replacement Program**

Attached please find the supporting documents from the Chief of Engineering recommending approval of the first Contract Amendment for Engineering Services to be performed by Royal Engineers and Consultants, LLC for the Water Line Replacement Program.

This request is in the amount of \$147,990.31 for Additional Engineering Services (AES):


- AES 1 - \$147,990.31 - This AES represents the addition of design, bidding, construction administration, record drawings, and supplemental services performed by Royal Engineers and Consultants, LLC for added waterlines, and the addition of Design Realignment services. Design, bidding construction administration, record drawings, and supplemental services are anticipated to continue through the completion of Wave 2 construction, currently scheduled to complete in 2021.

This Contract Amendment request brings the cumulative Contract Total to \$359,450.03. Royal Engineers and Consultants, LLC. has committed to maintain their 35% DBE Participation Goal through this amendment.

I would appreciate you forwarding this request to the attention of the appropriate committees of the Board for their consideration and approval.


Contract Amendment No. 1-- Royal Engineers & Consultants
Page Two

APPROVED:

 08/06/2019

Bruce Adams, P.E.
Deputy Director of Engineering and Construction

APPROVED:



Robert Turner, P.E.
General Superintendent

Cc: Dexter Joseph, Budget
Legal Dept
Alvin Porter, EDBP
Mark Van Hala, P.E., SWB JIRR

SCOPE OF CHANGE No. 1
Waterline Replacement Program (WLRP)
CONTRACT
ROYAL ENGINEERING and CONSULTANTS, LLC.
CONTRACT AMENDMENT NO. 1

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

AES #	CN	Detailed Description	Fee	Funding Source
1		Additional Basic Engineering Services Adding Waterlines to RR100 Little Woods Group A (Wave 2)	\$ 72,720.93	FEMA
		Supplemental Services - Survey	\$ 13,226.40	FEMA
		Design Realignment	\$ 5,245.00	FEMA
		Construction Inspection	\$ 56,797.98	FEMA

TOTAL (NTE) \$ 147,990.31

CONTRACT AMOUNT	
Original Contract Amount	\$ 211,459.72
Amount of Previous Contract Amendments	\$ -
Amount of this Contract Amendment	\$ 147,990.31
Contract Amendments to date	\$ 147,990.31

% OF ORIGINAL CONTRACT AMOUNT	
This Contract Amendment	70.0%
Previous Contract Amendments	0.0%
TOTAL TO DATE	70.0%

REVISED CONTRACT (NTE) AMOUNT	\$ 359,450.03
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It is mutually agreed to perform and accept the above revisions for providing additional Engineering Services in accordance with the currently amended contract for the above (NTE) price.

Proposed By:

Michael L. Pugh, P.E.
Royal Engineers and Consultants, LLC.

Approved By:

M. Ron Spooner, P.E.
Chief of Engineering

Recommended By:

Mark VanHala, P.E.
JIR, Program Administrator

Date

Date

**AUTHORIZATION OF CONTRACT AMENDMENT NO. 3 TO THE AGREEMENT
BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND
RAHMAN AND ASSOCIATES, INC. FOR ENGINEERING AND DESIGN SERVICES
FOR THE WATERLINE REPLACEMENT PROGRAM**

WHEREAS, by Resolution R-020-2012 approved February 15, 2012, the Sewerage and Water Board of New Orleans (Board) authorized execution of a contract with Rahman & Associates, Inc. (Contractor) to provide engineering and design services for the Water Line Replacement Program for the Filmore, Lakeshore-Lake Vista, and Lake Terrace and Oaks neighborhoods, and pursuant to Resolution R-020-2012 the Board and Contractor entered into an agreement on March 13, 2012 (Original Agreement); and,

WHEREAS, the value under the Original Agreement was \$1,484,335.56; and,

WHEREAS, the Board by Resolution R-146-2012 approved on August 15, 2012 an amendment to the Original Agreement to provide for compensation for surveying services at a rate not to exceed \$7 per linear foot in 2012; and,

WHEREAS, pursuant to Resolution R-146-2012, the Board and Contractor executed Amendment No. 1 dated October 1, 2012, amending the Original Agreement to provide for compensation for surveying services at a rate not to exceed \$7 per linear foot in 2012; and,

WHEREAS, the value under Amendment No. 1 was at no cost (for no change in total value of \$1,484,355.56); and,

WHEREAS, by Resolution R-166-2014, the Board authorized amending the Agreement to include program/project management services, design and inspection services of repair or replacement of drain lines damaged by Katrina as approved and funded by FEMA PWs for the City Department of Public Works, and payment of fees therefor; and,

WHEREAS, pursuant to Resolution R-166-2014, the Board and Contractor executed Amendment 2 dated September 17, 2014 for program/project management services, design and inspection services of repair or replacement of drain lines and for compensation of survey work in accordance with FEMA recommended policy; and,

WHEREAS, the value under Amendment No. 2 was \$135,466.09 (for a total contract value of \$1,619,801.65); and,

WHEREAS, the value under Amendment No. 2 has decreased due to the performance of some services contemplated thereunder by Board staff rather than by Contractor (i.e., program/project management services) such that the unaccrued portions of such fees is no longer necessary (-\$54,409.20); and,

WHEREAS, to prevent unnecessary delays to the Sewerage and Water Board's Water Line Replacement Program and the City of New Orleans Recovery Roads Program as a result of DPW modifying its project limits after S&WB designs were completed, S&WB tasked its consultants with realigning their previously completed designs to correspond to those project limits modified by DPW; and,

WHEREAS, during the coordination and management efforts of the Sewerage and Water Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work, it was determined to include additional water lines into projects in the Filmore, Lakeshore-Lake Vista, and Lake Terrace and Oaks neighborhoods; and,

WHEREAS, the Board is in need of design and supplemental services for the additional water lines in the Filmore, Lakeshore-Lake Vista, and Lake Terrace and Oaks Neighborhoods , and Contractor is willing to perform same for \$84,875.17 less the unaccrued amount of \$54,409.20 resulting in a net increase to the cost of the agreement of \$30,465.97; and,

NOW, THEREFORE BE IT RESOLVED, that the President or the President Pro Tem be and is hereby authorized to execute on behalf of the Sewerage and Water Board of New Orleans Contract Amendment No. 3 to the existing agreement with Rahman & Associates to delete any future program/project management services and all unaccrued program/project management services and fees, to include additional design and supplemental services at a fee not to exceed \$30,465.97 establishing total fee not to exceed \$1,650,267.62, and to establish a contract expiration date of November 30, 2021.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS PROFESSIONAL SERVICES FACT SHEET



ACTION REQUESTED

PROFESSIONAL SERVICES AMENDMENT

Design Engineering, Inc

Approval of Contract Amendment No. 2 for -\$10,424.90

CONSULTANT/SUBCONSULTANT INFORMATION

PRIME:	SUBS:	DBE PARTICIPATION GOAL:
Design Engineering, Inc.	GoTech, Inc.	35%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$ 217,699.89
Previous Amendments Value:	\$ 59,084.84
Current Amendment Value:	\$ (10,424.90)
Original Contract Dates:	10/9/2012 to not specified in contract
Time Extensions Authorized:	NA
Additional time Requested:	End of Construction (May 30, 2022)
No. of Option Years in Contract:	NA
Total Revised Value of Contract:	\$ 266,359.83

Purpose and Scope of the Contract:

The main purpose of this contract is to provide engineering and professional services in association with the Joint Infrastructure Recovery Roads (JIRR) program in coordination with the City of New Orleans' Recovery Roads Program. Sewerage and Water Board Utilities will be replaced during reconstruction of the roadways, to minimize the impact upon the residents of the city.

Reason for Amendment:

This amendment provides for additional funding for the additional anticipated FEMA funded waterlines, relative to coordinating these repairs with the DPW Recovery Roads Program and the S&WB Water Line Replacement Program and removes project/program management fees no longer necessary.

Spending Previous Years:

Cumulative Contract Value: 10/9/2012 to 5/01/2019: \$276,784.73

Cumulative Contract Spending: 10/9/2012 to 5/01/2019: \$106,332.25

Contractor's Past Performance:

According to the Board's project manager, the designer's timeliness of deliverables, conformance to SWBNO policies and procedures, quality all meet expectations. To date the consultant has not achieved a **DBE participation rate of 35%**. DBE participation will be met by Resident Inspection services during Construction.

PROCUREMENT INFORMATION

Contract Type:	FEMA approved percentage of Construction, NTE 18% of Construction	Award Based On:	RFQ/RFP
Commodity:	Professional Services	Contract Number:	NA
Contractor Market:	Open Market		

BUDGET INFORMATION

Funding:	Capital (175-13)	Department:	Network Engineering
System:	Water	Department Head:	M. Ron Spooner

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer		
Water		
Drainage		
Grant		
Other – FEMA (WLRP)	100%	-\$10,424.90
TOTAL ESTIMATED DOLLAR AMOUNT OF AMENDMENT		-\$10,424.90



M. Ron Spooner, P.E.
Chief of Engineering



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: August 3, 2019

From: M. Ron Spooner, P.E.
Chief of Engineering

Via: Bruce Adams, P.E.
Deputy Director of Engineering and Construction

Via: Bob Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: **Contract Amendment No. 2 – Design Engineering, Inc (DEI) -Waterline Replacement Program**

Attached please find the supporting documents from the Chief of Engineering recommending approval of the second Contract Amendment for addition of Design Realignment services performed by Design Engineering, Inc. and removal of Program/Project Management Services added by Amendment No. 1.

This request is in the amount of -10,424.90 for Additional Engineering Services (AES):


- AES #1 - \$45,911.04: This AES represents design realignment and addition of Construction Administration and Inspection for the Waterline Replacement Program (WLRP) for the RR133 Pines Village Group A project. These costs include services through the completion of Wave 2 construction, currently scheduled to complete in the second quarter of 2022.
- AES 2 - \$2,748.90 - This AES represents design realignment for the Waterline Replacement Program (WLRP) for the RR139 West Lake Forest Group B project. These costs include services through the completion of Wave 2 construction, currently scheduled to complete in the second quarter of 2022.
- AES 3 - (-\$59,084.84) - This AES is to rescind project and program management fees authorized by Amendment #1 for Pines Village neighborhood.

This Contract Amendment request brings the cumulative Contract Total to \$266,359.83. Design Engineering, Inc. has committed to maintain their 35% DBE Participation Goal through this amendment.

I would appreciate you forwarding this request to the attention of the appropriate committees of the Board for their consideration and approval.


Contract Amendment No. 2– Design Engineering, Inc.
Page Two

APPROVED:

 08/06/2019

Bruce Adams, P.E.
Deputy Director of Engineering and Construction

APPROVED:

_____
Robert Turner, P.E.
General Superintendent

Cc: Dexter Joseph, Budget
Legal Dept
Alvin Porter, EDBP
Mark Van Hala, P.E., SWB JIRR

SCOPE OF CHANGE No. 2
Waterline Replacement Program
Design Engineering, Inc.
CONTRACT AMENDMENT NO. 2

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

AES #	CN	Detailed Description	Fee	Funding Source
1		Construction Administration & Inspection (RR133: Pines Village Group A)	\$ 39,109.04	FEMA
		Design Realignment-(RR133:Pines Village Group A)	\$ 6,802.00	FEMA
2		Design Realignment-(RR139:West Lake Forest Group B)	\$ 2,748.90	FEMA
3		Removal of Program/Project Management Services Added by Amendment 1	\$ (59,084.84)	FEMA

TOTAL \$ (10,424.90)

CONTRACT AMOUNT	
Original Contract Amount	\$ 217,699.89
Amount of Previous Contract Amendments	\$ 59,084.84
Amount of this Contract Amendment	\$ (10,424.90)
Contract Amendments to date	\$ 48,659.94

REVISED CONTRACT AMOUNT	\$ 266,359.83
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It is mutually agreed to perform and accept the above revisions for Amendment #2 in accordance with the currently amended contract.

Proposed By:

Jim Martin, Ph.D., P.E.
Design Engineering, Inc. (DEI)

Approved By:

M. Ron Spooner, P.E.
SWB, Chief of Engineering

Recommended By:

Mark Van Hala, P.E.
SWB JIRR, Program Administrator

Date

Date

Date

**AUTHORIZATION OF CONTRACT AMENDMENT NO. 3 TO THE AGREEMENT
BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND
RAHMAN AND ASSOCIATES, INC. FOR ENGINEERING AND DESIGN SERVICES
FOR THE WATERLINE REPLACEMENT PROGRAM**

WHEREAS, by Resolution R-020-2012 approved February 15, 2012, the Sewerage and Water Board of New Orleans (Board) authorized execution of a contract with Rahman & Associates, Inc. (Contractor) to provide engineering and design services for the Water Line Replacement Program for the Filmore, Lakeshore-Lake Vista, and Lake Terrace and Oaks neighborhoods, and pursuant to Resolution R-020-2012 the Board and Contractor entered into an agreement on March 13, 2012 (Original Agreement); and,

WHEREAS, the value under the Original Agreement was \$1,484,335.56; and,

WHEREAS, the Board by Resolution R-146-2012 approved on August 15, 2012 an amendment to the Original Agreement to provide for compensation for surveying services at a rate not to exceed \$7 per linear foot in 2012; and,

WHEREAS, pursuant to Resolution R-146-2012, the Board and Contractor executed Amendment No. 1 dated October 1, 2012, amending the Original Agreement to provide for compensation for surveying services at a rate not to exceed \$7 per linear foot in 2012; and,

WHEREAS, the value under Amendment No. 1 was at no cost (for no change in total value of \$1,484,355.56); and,

WHEREAS, by Resolution R-166-2014, the Board authorized amending the Agreement to include program/project management services, design and inspection services of repair or replacement of drain lines damaged by Katrina as approved and funded by FEMA PWs for the City Department of Public Works, and payment of fees therefor; and,

WHEREAS, pursuant to Resolution R-166-2014, the Board and Contractor executed Amendment 2 dated September 17, 2014 for program/project management services, design and inspection services of repair or replacement of drain lines and for compensation of survey work in accordance with FEMA recommended policy; and,

WHEREAS, the value under Amendment No. 2 was \$135,466.09 (for a total contract value of \$1,619,801.65); and,

WHEREAS, the value under Amendment No. 2 has decreased due to the performance of some services contemplated thereunder by Board staff rather than by Contractor (i.e., program/project management services) such that the unaccrued portions of such fees is no longer necessary (-\$54,409.20); and,

WHEREAS, to prevent unnecessary delays to the Sewerage and Water Board's Water Line Replacement Program and the City of New Orleans Recovery Roads Program as a result of DPW modifying its project limits after S&WB designs were completed, S&WB tasked its consultants with realigning their previously completed designs to correspond to those project limits modified by DPW; and,

WHEREAS, during the coordination and management efforts of the Sewerage and Water Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work, it was determined to include additional water lines into projects in the Filmore, Lakeshore-Lake Vista, and Lake Terrace and Oaks neighborhoods; and,

WHEREAS, the Board is in need of design and supplemental services for the additional water lines in the Filmore, Lakeshore-Lake Vista, and Lake Terrace and Oaks Neighborhoods , and Contractor is willing to perform same for \$84,875.17 less the unaccrued amount of \$54,409.20 resulting in a net increase to the cost of the agreement of \$30,465.97; and,

NOW, THEREFORE BE IT RESOLVED, that the Executive Director of the Sewerage and Water Board be and he is hereby authorized to execute on behalf of the Sewerage and Water Board of New Orleans Contract Amendment No. 3 to the existing agreement with Rahman & Associates to delete any future program/project management services and all unaccrued program/project management services and fees, to include additional design and supplemental services at a fee not to exceed \$30,465.97 establishing total fee not to exceed \$1,650,267.62, and to establish a contract expiration date of November 30, 2021.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS PROFESSIONAL SERVICES FACT SHEET



ACTION REQUESTED

PROFESSIONAL SERVICES AMENDMENT

Design & Engineering Services

Approval of Contract Amendment No. 3 for \$30,465.97.

CONSULTANT/SUBCONSULTANT INFORMATION

PRIME:	SUBS:	DBE PARTICIPATION GOAL:
Rahman and Associates, Inc.	C&S Consultants	35%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$ 1,484,335.56
Previous Amendments Value:	\$ 135,466.09
Current Amendment Value:	\$ 30,465.97
Original Contract Dates:	3/13/2012 to not specified in contract.
Time Extensions Authorized:	NA
Additional time Requested:	End of construction 11/30/2021.
No. of Option Years in Contract:	NA
Total Revised Value of Contract:	\$ 1,650,267.62

Purpose and Scope of the Contract:

The main purpose of this contract is to provide engineering and professional services in association with the Joint Infrastructure Recovery Roads (JIRR) program in coordination with the City of New Orleans' Recovery Roads Program. Sewerage and Water Board Utilities will be replaced during reconstruction of the roadways, to minimize the impact upon the residents of the city.

Reason for Amendment:

This amendment provides for additional funding for the additional anticipated FEMA funded waterlines, relative to coordinating these repairs with the DPW Recovery Roads Program and the S&WB Water Line Replacement Program. This amendment also removes project/program management services and unaccrued fees authorized by Amendment 2.

Spending Previous Years:

Cumulative Contract Value: 3/13/2012 to 5/01/2019: \$1,619,801.65
Cumulative Contract Spending: 3/13/2012 to 5/01/2019: \$ 986,472.80

Contractor's Past Performance:

According to the Board's project manager, the designer's timeliness of deliverables, conformance to SWBNO policies and procedures, quality all meet expectations. To date the consultant has not achieved a **DBE participation rate of 35%**. Current DBE participation is calculated to be 13.0%. Remaining DBE participation will be met by Resident Inspection Services during Construction.

PROCUREMENT INFORMATION

Contract Type:	FEMA approved percentage of Construction, NTE 18% of Construction	Award Based On:	RFQ/RFP
Commodity:	Professional Services	Contract Number:	NA
Contractor Market:	Open Market		

BUDGET INFORMATION

Funding:	Capital	Department:	Network Engineering
System:	Water	Department Head:	M. Ron Spooner

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer		
Water		
Drainage		
Grant		
Other – FEMA (WLRP)	100%	\$30,465.97
TOTAL ESTIMATED DOLLAR AMOUNT OF AMENDMENT		\$30,465.97



M. Ron Spooner, P.E.
Chief of Engineering



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: August 3, 2019

From: M. Ron Spooner, P.E.
Chief of Engineering

Via: Bruce Adams, P.E.
Deputy Director of Engineering and Construction

Via: Bob Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Re: **Contract Amendment No. 3 – Rahman and Associates, Inc. - Water Line Replacement Program**

Attached please find the supporting documents from the Chief of Engineering recommending approval of the third Contract Amendment for Engineering Services to be performed by Rahman & Associates, Inc. for the Water Line Replacement Program.


This request is in the amount of \$30,465.98 for Additional Engineering Services (AES):

- AES 1 - \$74,722.56 - This AES represents the addition of design, construction administration, design realignment, and supplemental services performed by Rahman & Associates, Inc. for the Additional Water Lines in the Lake Vista neighborhood. Design, construction administration, and supplemental services are anticipated to continue through the completion of Wave 2 construction, currently scheduled to complete in 2022.
- AES 2 - \$-10,152.62 - This AES represents the design realignment services performed by Rahman & Associates, Inc. for the FEMA Water Lines in the Filmore and Lake Terrace and Oaks neighborhoods. Design, construction administration, and supplemental services are anticipated to continue through the completion of Wave 2 construction, currently scheduled to complete in 2022.
- AES 3 – (-\$54,409.20) – This AES represents rescinding the unaccrued fees for project/program management as authorized by Amendment 2 (R-166-2014).

This Contract Amendment request brings the cumulative Contract Total to \$1,650,267.20 with the Contract Amendment totaling \$30,465.98. Rahman & Associates, Inc. has committed to maintain their 35% DBE Participation Goal through these amendments.


I would appreciate you forwarding this request to the attention of the appropriate committees of the Board for their consideration and approval.

APPROVED:

 08/06/2019

Bruce Adams, P.E.
Deputy Director of Engineering and Construction

APPROVED:



Robert Turner, P.E.
General Superintendent

Cc: Dexter Joseph, Budget
Legal Dept
Alvin Porter, EDBP
Mark VanHala, P.E., SWB JIRR

SCOPE OF CHANGE No. 3
WATER LINE REPLACEMENT PROGRAM
FILMORE, LAKESHORE-LAKE VISTA, LAKE TERRACE AND OAKS
RAHMAN AND ASSOCIATES, INC.
CONTRACT AMENDMENT NO. 3

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

AES #	CN	Detailed Description	Fee	Funding Source
		Design, construction administrative, and design realignment services Additional Waterlines for Wave 2, RR073 Lake Vista Group A	\$ 35,506.78	FEMA
1		Supplemental Services - Survey	\$ 12,040.57	FEMA
		Supplemental Services - Resident Inspection	\$ 27,175.20	FEMA
2		Design realignment for RR072 Lake Terrace and Oaks Group D	\$ 5,391.60	FEMA
		Design realignment for RR037 Filmore North Group A and RR042 Filmore South Group A	\$ 4,761.02	FEMA
3		Rescind unaccrued project/program management fees	\$ (54,409.20)	FEMA
TOTAL			\$ 30,465.97	

CONTRACT AMOUNT	
Original Contract Amount	\$ 1,484,335.56
Amount of Previous Contract Amendments	\$ 135,466.09
Amount of this Contract Amendment	\$ 30,465.97
Contract Amendments to date	\$ 165,932.06
REVISED CONTRACT AMOUNT	\$ 1,650,267.62

It is mutually agreed to perform and accept the above revisions for AES #1, AES #2, and AES #3 in accordance with the currently amended contract and the applicable specifications for the above price.

Proposed By:

A. Rahman Bhatti, P.E.
Rahman & Associates, Inc.

Approved By:

M. Ron Spooner
Chief of Engineering

Recommended By:

Susan Diehl
S&WB Project Manager

AUTHORIZATION OF AMENDMENT TO AGREEMENT FOR SERVICES WITH BURK-KLEINPETER, INC. FOR PROGRAM MANAGEMENT SERVICES FOR HURRICANE KATRINA-RELATED SEWER RESTORATION PROJECTS AND IN CONNECTION WITH THE 404 SEWER HAZARD MITIGATION GRANT PROGRAM

WHEREAS, on September 30, 2008, the Sewerage and Water Board of New Orleans (Board) entered into an Agreement for Services with Burk-Kleinpeter, Inc. (BKI) in the amount of \$737,634.00 ("Agreement") to provide program management services for Hurricane Katrina-related sewer restoration projects; and,

WHEREAS, by adoption of Resolution R-104-2009 at its May 20, 2009, the Board authorized an Amendment to the Original Agreement to include program management services in connection with the elevation of eight (8) sewage stations pursuant to the federal Hazard Mitigation Grant Program (HMGP); and,

WHEREAS, pursuant to Resolution R-104-2009, the Board and Contractor executed an Amendment dated August 5, 2009 ("Amendment No. 1"), amending the Original Agreement (as amended from time to time, the "Agreement") to include within the Project Description the HMGP elevation of eight (8) sewage stations; and,

WHEREAS, by adoption of Resolution R-143-2010 at its July 21, 2010 meeting, the Board authorized amendment of the Agreement by to reflect increased estimated construction cost(s) for sewer restoration projects, 2) an increase of program management services fee from \$1.8 million to \$5.6 million; and,

WHEREAS, pursuant to Resolution R-143-2010, the Board and Contractor entered into Amendment No. 2 dated January 24, 2011 ("Amendment No. 2"); and,

WHEREAS, by adoption of Resolution R-210-2012 at its November 14, 2012 meeting, the Board authorized amendment of the Agreement to reflect the extended duration of associated projects from 29 months to 56 months due to regulatory and FEMA related requirements, the increased Level of Effort required to manage the Program based on estimated increased construction costs from \$18,000,000 to \$50,000,000, and that the Program Management Services fee had increased from \$5,600,000 to \$7,827,964; and,

WHEREAS, pursuant to Resolution R-210-2012 the Board and Contractor amended the Agreement by Amendment dated March 4, 2013 ("Amendment No. 3"); and,

WHEREAS, by adoption of Resolution R-084-2013 at its June 19, 2013 meeting, the Board recognized that the magnitude of the work pursuant to the Agreement required exercising all renewals and extending the duration of the agreement through December 31, 2014, and authorized execution of an amendment therefor; and,

WHEREAS, pursuant to Resolution R-084-2013, by Amendment No. 4 dated July 19, 2013, the Board and Consultant amended the Original Agreement to exercise all renewals available under the Original agreement, to extend the duration of the Original Agreement beyond the initial and renewal periods, to December 31, 2014, and to provide for renewal thereafter on an annual basis for no longer than five one-year periods; and,

WHEREAS, by Resolution R-034-2017, adopted at its April 19, 2017 meeting, the Board authorized

an amendment to the Agreement to provide for construction management and on-site inspection services for replacement of Sewage Pumping Station 8 (SPS 8) and extending the duration of the Agreement through the completion of construction of SPS 8, but erroneously designated such amendment as Amendment No. 6 to the Agreement; and,

WHEREAS, Amendment No. 6 should have been designated as Amendment No. 5 by Resolution R-034-2017; and,

WHEREAS, by Resolution R-079-2018, adopted at its June 20, 2018 meeting, the Board authorized Amendment No. 5 rather than incorrectly designated Amendment No. 6; and,

WHEREAS, the processes involved for closeout of the Hazard Mitigation Grant Program work under the Agreement require the services of Contractor for additional time, Contractor has in fact continued to provide such services continually and without interruption from the inception of the Original Agreement, and is willing and able to continue to provide such services at no additional cost to the Board through closeout of the HMGP work for which Board's program management services are needed, and continuing of services by Contractor is in the best interests of the Board to facilitate the closeout process; and,

NOW THEREFORE BE IT RESOLVED, that the Board hereby:

1. In addition to the Services to be provided and performed under the current Agreement, the Consultant will, in accordance with the schedule approved by the Board, perform all the services and obligations; and,
2. Ratifies and confirms the exercise of all options for renewal of the Agreement as heretofore amended and the above-described Amendments, and authorizes the further amendment 6 to the Agreement through and including July 18, 2020, to permit performance of all responsibilities of Contractor through the completion of SPS 8 and HMGP closeout activities related thereto; and,
3. **The President or the President Pro Tem is hereby authorized to execute such amendment(s) as are necessary to accomplish the foregoing and extending the term of the Agreement through July 31, 2020.**

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**Sewerage and Water Board of New Orleans
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**



ACTION REQUESTED

**BURK-KLEINPETER – HURRICANE RELATED SEWER RESTORATION PROJECTS AMENDMENT 6 -
RATIFICATION**

Approval to ratify contract amendment 6 in the amount of \$0.00

CONTRACTOR/SUB/VENDOR INFORMATION (FROM ORIGINAL BID)

PRIME:	DBE Vendors:	DBE PARTICIPATION GOAL:
Burk-Kleinpeter, Inc.	C&S Consultants, Inc.	25%
	Condall Consulting Group, LLC.	10%

DESCRIPTION AND PURPOSE

Original Contract Value:	\$737,634.00
Previous Change Orders Value:	\$4,070,247.00
Current Change Order Value:	\$0.00
Contract Duration:	9/30/2008 to 7/18/2019
Additional time Requested:	365 Days
No. of Option Years in Contract:	N/A
Total Revised Value of Contract:	\$4,807,881.00

Purpose and Scope of the Contract:

The scope of Burk-Kleinpeter's (BKI) contract with the SWB is to provide Program Management and Construction Management services for hurricane related sewer restoration projects. The SWB received funding from FEMA and the Hazard Mitigation Grant Program for the construction of 9 sewage pumping stations to bring them above the advisory base flood elevations.

Reason for Change Order:

While construction of all stations are complete, there is still a need for services during the FEMA closeout phase. This Amendment will extend the contract for one year to accommodate.

Spending Previous Years:

Cumulative Contract Value: N/A

Cumulative Contract Spending: N/A

Contractor's Past Performance:

Not applicable for this contract at this time.

PROCUREMENT INFORMATION

Contract Type:	Scope of Services/Level of Effort	Award Based On:	RFQ;
Commodity:	Consulting Services	Contract Number:	1368
Contractor Market:	Request for Qualifications		


BUDGET INFORMATION

Funding:	Capital Program 375	Department:	Mechanical Engineering
System:	Sewer	Department Head:	Chris Bergeron

ESTIMATED FUND SOURCE

User	Share%	Dollar Amount
Sewer		
Water		
Drainage		

Grant – 404 HMGP		N/A
Other		
TOTAL ESTIMATED DOLLAR AMOUNT OF Change Order		N/A



M. Ron Spooner, P.E.
Chief of Engineering



Sewerage & Water Board

Inter-Office Memorandum

Date: 8/3/2019

From: M. Ron Spooner, P.E.
Chief of Engineering

Via: Bruce Adams, P.E.
Deputy General Superintendent

Via: Robert Turner, P.E.
General Superintendent

To: Ghassan Korban, P.E.
Executive Director

Please see the attached proposal and Scope of Changes for Burk-Kleinpeter to extend Program Management services for the 404 Hazard Mitigation Grant Program for one year. This extension will allow BKI to work with the SWB Grants Management for the closeout of the program.

Original Contract Award Amount:	\$737,634.00
Previously Approved Contract Amendments:	\$4,070,247.00
This Contract Amendment Amount:	\$0.00
Total Contract Amendment (% of Original Contract)	551.8%
Total Dollar Contract Amount:	\$4,807,881.00

Contract DBE Participation	36%
Forecasted DBE Participation	41%

The Engineering Department has reviewed this proposal and is recommending it for approval.

I concur:
Bruce Adams, P.E.
Deputy General Superintendent

Date: 08/06/2019

I concur:
Robert Turner, P.E.
General Superintendent

Date: 8/7/2019

cc: Chris Bergeron, P.E., Mechanical Engineering

Amendment 6
404 Hazard Mitigation Grant Program
CONTRACTS 3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3788
BURK-KLEINPETER INC.
CONTRACT AMENDMENT

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

AES #	CN	Detailed Description	Fee	Funding Source
	404 HMCP	Contract Extension of one year	\$0	N/A

TOTAL \$

CONTRACT DBE %	
Contract DBE%	36%
Projected DBE%	41%

CONTRACT AMOUNT	
Original Contract Amount	\$ 737,634.00
Amount of Previous Contract Amendments	\$ 4,070,247.00
Amount of this Contract Amendment	\$ -
Contract Amendments to date	\$ 4,070,247.00

% OF ORIGINAL CONTRACT AMOUNT	
This Contract Amendment	0.0%
Previous Contract Amendments	551.8%
TOTAL TO DATE	551.8%

REVISED CONTRACT AMOUNT	\$ 4,807,881.00
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It is mutually agreed to perform and accept the above revisions in accordance with the currently amended contract and the applicable specifications for the above price.

Proposed By:

John W. Giardina, Jr.
Burk-Kleinpeter

Approved By:

M. Ron Spooner
Chief of Engineering

Recommended By:

Chris Bergeron
S&WB Project Manager

Date

Date

**AUTHORIZATION FOR SECOND EXTENSION of CONTRACT 8138
FURNISHING SKILLED AND UNSKILLED
LABOR FOR MAINTENANCE SERVICES
WITH THE GEE CEE COMPANY OF LOUISIANA, INC.**

WHEREAS, the Board and the Gee Cee Company of Louisiana, Inc., (“Contractor”) entered into Contract 8138 (the “Original Contract”) on January 31, 2012, pursuant to Contractor’s successful bid dated October 28, 2011, following a publicly advertised bid process for a contractor to furnish skilled and unskilled labor for maintenance services for the Board (the “Services”); and,

WHEREAS, the Original Contract dated January 31, 2012, was for a period of one (1) year with three (3), one (1)-year options for renewal; and,

WHEREAS, by Resolution R-026-2013 the Original Contract was renewed for a one-year extension beginning April 1, 2013 and ending March 31, 2014, for \$2,428,498.00; and,

WHEREAS, by Resolution R-061-2014 the Original Contract as renewed, was again renewed effective April 1, 2014, for \$2,428,498.00; and,

WHEREAS, by Resolution R-094-2015 the Original Contract as renewed was again renewed effective June 1, 2015, for \$2,428,498.00; and,

WHEREAS, in 2016 the Board advertised for a new contract to provide for furnishing of skilled and unskilled labor services on substantially the same terms as the Current Contract, but all bids were rejected, and Contractor continued to provide services pursuant to the Current Contract by purchase requisition; and,

WHEREAS, in 2017 a new solicitation was prepared and issued seeking bids for furnishing of skilled and unskilled labor services, a pre-bid conference was held, but after issuance of multiple addenda in response to various questions posed by potential bidders the decision was made to cancel the bid; and,

WHEREAS, by Resolution R-042-2019 the Board authorized extension of the Original Contract through July 31, 2019, pending the completion of a new public bid process for a new contract for the Services (the Original Contract as renewed and extended as set forth above, being hereinafter referred to as the “Current Contract”); and,

WHEREAS, in April 2019 the Board advertised a new solicitation for bidders to contract for the furnishing of skilled and unskilled labor services, and four (4) bids were received and opened on Thursday April 25, 2019; and,

WHEREAS, after opening all four (4) bids, Board staff determined that there were sufficient issues with all four submissions to warrant the withdrawal of this solicitation and issuance of a new bid package in the near future; and,

WHEREAS, two (2) of the unsuccessful bidders formally protested such determination, an administrative hearing was held May 23, 2019, and the hearing officer found that the determination that all proposals submitted were nonresponsive was made in accordance with applicable law and the rules of the Board, then recommended that the solicitation be re-bid; and,

WHEREAS, the protest process, hearing and resultant decisions by the hearing officer delayed the renewed public bid process and anticipated date for execution of a new contract for the Services beyond the July 31, 2019 extension previously authorized by the Board; and,

WHEREAS, while the Board prepares to conduct a new public bid process for a new contract for the furnishing of skilled and unskilled labor for maintenance services, Board has continuing need of the Services being provided by Contractor pursuant to the Current Contract, Contractor has been continuing to provide and perform such services, and Contractor is willing to continue to perform such services, all in accordance with the terms of the Current Contract; and,

WHEREAS, the Current Contract authorizes the Board, at its discretion and for any cause which it may deem sufficient, to extend the times set for starting and for completing the Current Contract, either or both; and,

WHEREAS, the Current Contract provides for Extra Work when, for the proper prosecution of a contract, work becomes necessary which has not been provided for in any clause of the contract; and,

WHEREAS, Contractor has been providing said services pursuant to the Current Contract continually since the execution of the Original Contract, through and including the date hereof; and,

WHEREAS, the parties have reviewed the Current Contract, confirmed Board's need for the services by Contractor thereunder as have been provided continually since the inception of the Original Contract, have confirmed the ability and willingness of Contractor to continue to perform in accordance with and pursuant to the same terms and conditions of the Current Contract, through and including the 31st day of December 2019; and,

NOW THEREFORE BE IT RESOLVED, that the Board hereby ratifies the authorization of the above-described actions, authorizes the payment of the additional amount of One Million Five Hundred Thousand and No/100 (\$1,500,000.00) Dollars for such services, and authorizes the President or President Pro Tem of the Board to execute an agreement by and between the Board and **THE GEE CEE COMPANY OF LOUISIANA, INC. ("Contractor")** documenting the same and extending the Current Agreement through December 31, 2019, for such **additional amount not to exceed One Million Five Hundred Thousand and No/100 (\$1,500,000.00)** for a total contact amount from the commencement of the Original Contract through December 31, 2019, **not to exceed** _____ **and** _____/100 (\$ _____) Dollars.

I, GHASSAN KORBAN, Executive Director,
Sewerage and Water Board of New Orleans do hereby
certify that the above and foregoing is a true and
correct copy of a Resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

GENERAL SUPERINTENDENT'S RECOMMENDATIONS

COOPERATIVE ENDEAVOR AGREEMENT

REPORT ON COOPERATIVE ENDEAVOR AGREEMENT

1. R-125-2019 – Cooperative Endeavor Agreement by and among the City of New Orleans and the Sewerage and Water Board of New Orleans and the New Orleans Redevelopment Authority for the Pontilly Drainage HMGP Project

This Cooperative Endeavor Agreement between all parties is to implement a Stormwater Mitigation Project for the Pontilly Neighborhood. The S&WB's role consists of administering this Agreement through its Engineering Department; reviewing, approving and monitoring the design, construction, change orders, and close-out of work proposed; performing any monitoring and inspection of construction carried out on Board Property or otherwise impacting Board jurisdiction or responsibilities; granting the City and the Contractor access to subject sites.

COOPERATIVE ENDEAVOR AGREEMENT BY AND AMONG THE CITY OF NEW ORLEANS AND THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND THE NEW ORLEANS REDEVELOPMENT AUTHORITY FOR THE PONTILLY DRAINAGE HMGP PROJECT

WHEREAS, the City is a political subdivision organized under the laws of the State of Louisiana;

WHEREAS, the Board is a political corporation organized under the laws of the State of Louisiana;

WHEREAS, NORA is a public body corporate and political, created pursuant to LA R.S. 33:4720.55, and the resolution of the Council of the City evidenced by a certificate signed by the Mayor and Council and registered with the Secretary of State of Louisiana;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and more specifically for the City, under Section 9-314 of the Home Rule Charter of the City of New Orleans, the Board and the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, in December 2009, the Louisiana Governor's Office of Homeland Security and Emergency Preparedness ("**GOHSEP**") authorized, obligated, and awarded Hazard Mitigation Grant Program ("**HMGP**") funding to the City (attached hereto as Exhibit A) for the application prepared and submitted by NORA to implement a "Stormwater Mitigation Project for Pontilly" (attached hereto as Exhibit B) and referred to herein as the "**Project**", including the widening and deepening of the Dwyer Canal (the "**Canal**");

WHEREAS, on October 19, 2010, the City and NORA entered into a cooperative endeavor agreement for the purpose of establishing the grant award to NORA and later amended that agreement to formally increase the grant award ("**2010 CEA**");

WHEREAS, following a 2011 request for qualifications, NORA entered into a contract with CDM Smith, Inc., in March 2012 for Hazard Mitigation Grant Program Landscape Architectural and Engineering Services for Phase I (Hydraulic and Hydrology Survey) and Phase II (Engineering, Design, Environmental Assessment and Permitting) services (the "**CDM Contract**");

WHEREAS, between October 2011 and October 2016, the City and NORA renewed their 2010 CEA commitment to establish and implement Phase I of the Project; and

WHEREAS, in 2017, the City, the Board and NORA entered into a cooperative endeavor agreement (1) to renew the 2010 CEA commitment, (2) to add the participation of the Board to the Project for the limited purposes provided therein, and (3) to allow the City to assume management of Phase II of the Project on behalf of NORA and the Board for all of their participating properties through the duration of the Project (with NORA and the Board maintaining final decision making authority relative to the improvements, additions, constructions, or alterations made or proposed to be made on their respective properties); and

WHEREAS, in May 2017, the City became party to the CMD Contract to memorialize its role in Phase II of the Project; and

WHEREAS, in October 2017, the Parties initiated Phase II of the Project, which consists of building and implementing the designs developed and approved in Phase I of the Project through the funding mechanisms described hereinabove and in the other Project documents, as well as other sources; and

NOW THEREFORE BE IT RESOLVED that the Executive Director is hereby authorized on behalf of the Sewerage and Water Board of New Orleans to enter into a Cooperative Endeavor Agreement with the City of New Orleans and the New Orleans Redevelopment Authority for the Pontilly Drainage HMGP Project.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans, do hereby
certify that the above and foregoing is a true and
correct copy of a Resolution adopted at the Regular
Monthly Meeting of said Board, duly called and held,
according to law, on August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

COOPERATIVE ENDEAVOR AGREEMENT
BY AND AMONG
THE CITY OF NEW ORLEANS
AND
THE SEWERAGE AND WATER BOARD OF NEW ORLEANS
AND
THE NEW ORLEANS REDEVELOPMENT AUTHORITY
PONTILLY DRAINAGE HMGP PROJECT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is made and entered into by, between and among the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), the Sewerage and Water Board of New Orleans, represented by Ghassan Korban, Executive Director, pursuant to the authority granted by Board resolution (the “**Board**”), and the New Orleans Redevelopment Authority, represented by Brenda M. Breaux, Executive Director (“**NORA**”). The City, Board, and NORA may be collectively referred to herein as the “**Parties**.” This Agreement will be effective as of October 18, 2018 (the “**Effective Date**”).

RECITALS

WHEREAS, the City is a political subdivision organized under the laws of the State of Louisiana;

WHEREAS, the Board is a political corporation organized under the laws of the State of Louisiana;

WHEREAS, NORA is a public body corporate and political, created pursuant to LA R.S. 33:4720.55, and the resolution of the Council of the City evidenced by a certificate signed by the Mayor and Council and registered with the Secretary of State of Louisiana;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and more specifically for the City, under Section 9-314 of the Home Rule Charter of the City of New Orleans, the Board and the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, in December 2009, the Louisiana Governor's Office of Homeland Security and Emergency Preparedness ("GOHSEP") authorized, obligated, and awarded Hazard Mitigation Grant Program ("HMGP") funding to the City (attached hereto as Exhibit A) for the application prepared and submitted by NORA to implement a "Stormwater Mitigation Project for Pontilly" (attached hereto as Exhibit B) and referred to herein as the "**Project**", including the widening and deepening of the Dwyer Canal (the "**Canal**");

WHEREAS, on October 19, 2010, the City and NORA entered into a cooperative endeavor agreement for the purpose of establishing the grant award to NORA and later amended that agreement to formally increase the grant award ("**2010 CEA**");

WHEREAS, following a 2011 request for qualifications, NORA entered into a contract with CDM Smith, Inc., in March 2012 for Hazard Mitigation Grant Program Landscape Architectural and Engineering Services for Phase I (Hydraulic and Hydrology Survey) and Phase II (Engineering, Design, Environmental Assessment and Permitting) services (the "**CDM Contract**");

WHEREAS, between October 2011 and October 2016, the City and NORA renewed their 2010 CEA commitment to establish and implement Phase I of the Project; and

WHEREAS, in 2017, the City, the Board and NORA entered into a cooperative endeavor agreement (1) to renew the 2010 CEA commitment, (2) to add the participation of the Board to the Project for the limited purposes provided therein, and (3) to allow the City to assume management of Phase II of the Project on behalf of NORA and the Board for all of their participating properties through the duration of the Project (with NORA and the Board maintaining final decision making authority relative to the improvements, additions, constructions, or alterations made or proposed to be made on their respective properties); and

WHEREAS, in May 2017, the City became party to the CMD Contract to memorialize its role in Phase II of the Project; and

WHEREAS, in October 2017, the Parties initiated Phase II of the Project, which consists of building and implementing the designs developed and approved in Phase I of the Project through the funding mechanisms described hereinabove and in the other Project documents, as well as other sources; and

NOW THEREFORE, the Parties, for the consideration and under the conditions set forth, do agree as follows:

ARTICLE I – PHASE II ACTIVITIES ELIGIBILITY

Funding in the amount not to exceed of \$13,875,000.00 is made available, for costs associated with Phase II activities for HMGP #1603c-071-0038 (FEMA-1603-DR-LA, Project #0178 – Phase II), which includes a total of \$459,300 to cover NORA's costs incurred for administration, Phase I Designs, property boundary survey for 45 lots, and construction administration of the Phase II construction activities.

ARTICLE II – OBLIGATIONS OF THE PARTIES

A. The City Shall:

- i. Administer this Agreement through the Department of Public Works;
- ii. Administer the HMGP and funds that are to be invested in this Project and assume responsibility for the reporting and compliance obligations that the funds carry;
- iii. Advertise bids for all construction work and procure consultant services including resident inspection and enter into written contracts with same, including contracting for the maintenance of all improvements or other changes to Board Property and NORA Properties during the interim maintenance period;
- iv. Train City staff to inspect construction of green infrastructure;
- v. Identify funds for construction management to be administered by NORA in accordance with the Contractor's agreement;
- vi. Assume day-to-day management and oversight authority and responsibilities with respect to the Contractor's performance of its obligations for Phase II under the Contractor's agreement;
- vii. Collaborate with NORA on the oversight of the Contractor on construction management;
- viii. Maintain City-owned property after interim maintenance period expires;
- ix. Provide a Project Manager and Engineer to review and approve the payment of Contractor's invoices.

B. The Board Shall:

- i. Administer this Agreement through its Engineering Department;
- ii. Review, approve or disapprove, and monitor the design, construction, change orders, and close-out of work proposed, as performed, and as and when completed on Board property (identified on Exhibit C attached hereto);
- iii. Have the right to perform any monitoring and inspection of construction carried out on Board Property or otherwise impacting Board jurisdiction or responsibilities;
- iv. Grant the City and the Contractor access to subject sites; and
- v. Maintain the Canal after interim maintenance period (3 years from the date of completion as determined by NORA, the Board and the City) expires, subject to the availability of funds.

C. NORA Shall:

- i. Administer this Agreement through its Department of Real Estate, Development, and Planning;
- ii. Manage the CDM Contract for construction administration services in connection with the Phase II activities;
- iii. Process CDM Smith's invoices for construction administration services in connection with the Phase II activities and make payments in accordance with the terms of the CDM Contract;
- iv. Perform internal monitoring and inspection of construction carried out on NORA property; and
- v. Maintain NORA property after interim maintenance period (3 years from the date of completion as determined by NORA and the City) expires.

D. The Parties Shall:

- i. Provide each other with all documentation deemed necessary for the performance of their obligations under this Agreement;
- ii. Provide access to personnel to discuss the required obligations

ARTICLE III – ADMINISTRATIVE FUNDS

A. The City shall reimburse NORA for all eligible documented project management and direct administrative costs related to the administration and supervision of all tasks outlined in this Agreement up to **\$50,000.00**.

B. All allowable billed hours must be expressly identified by project and task, and tracked and monitored in strict accordance with all applicable provisions of Federal guidelines for allowable and eligible administrative and project management costs.

ARTICLE IV – TERM AND TERMINATION

A. Term. This term of this Agreement shall for two (2) years from the Effective Date through October 17, 2020. It is understood and acknowledged by all signers to this Agreement that work described under these terms is to be accomplished during the time period specified herein.

B. Termination for Convenience.

- i. The City may terminate this Agreement, in whole or in part, at any time by written notice to NORA and the Board when it is in the City's best interest.
- ii. NORA and the Board each shall be paid its respective costs, including contract closeout costs on work performed up to the time of termination.

iii. NORA and the Board each shall promptly submit its respective final invoice to the City for consideration. If NORA or the Board has any property related to HMGP #1603c-071-0038 (FEMA-1603-DR-LA, Project #0178 – Phase I or II) in its possession which belongs to the City, NORA and the Board will account for the same and dispose of it in the manner the City directs.

C. Termination for Default.

i. If NORA does not perform in the manner called for in this Agreement, or if NORA fails to comply with any other provisions of this Agreement, the City may terminate this Agreement for default.

ii. Termination shall be effective by serving a Notice of Termination on NORA setting forth the manner in which NORA is in default.

iii. NORA will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.

iv. If it is later determined by the City that NORA had an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of or are beyond the control of, the City, after setting up a new performance schedule, may allow NORA to continue work, or treat the termination as a termination for convenience.

v. The City, in its sole discretion, may, in the case of termination for breach or default, allow NORA an appropriately short period of time in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

vi. If NORA fails to remedy to the City's satisfaction the breach or default or any of the terms, covenants, or conditions of this agreement within 10 days after receipt by NORA or written notice from the City setting for the nature of said breach or default, City shall have the right to terminate this Agreement without any further obligation to NORA.

vii. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against NORA for said breach or default.

ARTICLE V – DUPLICATION OF BENEFITS

A. To avoid duplication of benefits and to maintain eligibility for the HMGP, neither the City nor NORA may receive funds from more than one federal source for the same activity.

B. If such other funds are received or available to the City or NORA, and if receipt of such funds does not render the City or NORA ineligible for the HMGP, then the City or NORA will either voluntarily contribute the additional funds to the Project, or the City or NORA will voluntarily submit properly prepared receipts and invoices documenting the appropriate use of the additional funds for eligible project expenses incurred toward this Project.

C. In either case, the total HMGP grant will be reduced by the amount of additional funds, as long as acceptance of such additional funds has not or will not render the City or NORA ineligible for HMGP.

ARTICLE VI – CONTINUING ELIGIBILITY

A. NORA's initial eligibility for this grant has been approved by GOHSEP by way of an approved grant application as cited in Article 1.

B. However, continuing eligibility for this grant is on the condition that NORA actually meets and carries out all of the provisions of this Agreement to the satisfaction of the City and for the duration of the Project.

C. NORA's failure to carry out any of the provisions of this Agreement will result in the Project being deemed ineligible for grant funding, and NORA will be legally responsible for paying back, within 30 calendar days, all amounts expended on the Project.

ARTICLE VII – VOLUNTARY PARTICIPATION

A. The Parties' participation in the Project is voluntary and any party may withdraw from the Project at any time.

B. If a party wishes to withdraw from the Project, they must notify all other parties in writing of their decision to withdraw no less than 30 days prior to the effective date of their withdrawal, and must transmit this notice by way of registered mail in accordance with Article XIV.

C. If any party timely withdraws from the Project at any point, the other parties will not be responsible for any costs incurred or contracts or subcontracts entered into by the other parties.

ARTICLE VIII – VOLUNTARY FLOOD INSURANCE DISCLOSURE

NORA and the Board hereby grant FEMA, the NFIP, and the State of Louisiana permission to disclose all flood insurance coverage and flood insurance claims information to officials of the City for the purpose of aiding in their planning and decision-making regarding mitigation or assistance actions affecting the subject property under the Stafford Act, Section 404, as amended, and the NFIP.

ARTICLE IX – HOLD HARMLESS

A. NORA releases and agrees to hold harmless and protect the U.S. Government, FEMA, the NFIP, the State of Louisiana, the City, the Board, and any of their employees, agents, contractors, subcontractors and/or representatives from any and all liability, claims, expenses, demands, damage, personal injury, or loss whatsoever.

B. The Parties acknowledge and agree that any agreements between them and their contractors for elevation and/or any other associated work or services related to the Project will be

between themselves and the contractor(s), and that the other parties are not a party of said agreements.

C. Furthermore, NORA acknowledges and agrees that the City and the Board are held harmless from any and all claims, expenses, demands, suits, losses, costs, and liabilities on account of bodily injury, sickness, disease, death, or destruction of tangible property, including loss of use resulting from the negligence, acts or omissions, or misconduct of contractors, its employees, agents, and subcontractors.

D. NORA shall indemnify, defend, and hold harmless the City and Board against any and all claims, demands, suits, judgments, or sums of money to any party in relation to the Phase II of the Project and any party's contractors or subcontractors.

E. NORA affirms that the City and/or the Board shall not be held responsible for any repairs of the property described in this Agreement or damages to said property during or after repairs to said property are completed.

ARTICLE X – NATIONAL FLOOD INSURANCE REQUIREMENT

A. NORA and the City must obtain and/or maintain Flood Insurance coverage for any structures for which HMGP funds are expended directly.

B. Any such structure must be covered by flood insurance to an amount at least equal to the project cost for said structure or to the maximum limit of coverage made available with respect to the particular structure, whichever is less.

C. Federal law requires that flood insurance coverage on the subject structure must be maintained during the life of the structure regardless of transfer of ownership.

D. To provide notice of these conditions to subsequent purchasers, NORA and the City must insure that the current owner of any such structure adopt a deed restriction, legally filed with the Orleans Parish Civil District Court Conveyance Office.

E. This deed restriction must include the name of the current property owner (including book/page reference to record of current title, if available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. Section 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of

the Code of Federal Regulations Part 60.3 and City/County/Parish Ordinance. In addition to the criteria above, enclosed areas below the Base Flood Elevation in identified V Zones, or areas within the limit of 1.5 foot breaking wave inundations must not exceed 299 square feet and must be constructed with non-supporting breakaway walls."

F. Failure to do so may cause NORA or the City to be liable to repay costs incurred for this Project up to the full amount of the grant award.

ARTICLE XI – RIGHT OF ACCESS

The Parties grant freely and without coercion the right of access and entry to all subject properties to the City, the Parish of Orleans, the State of Louisiana, the Board, FEMA, and its agents, employees, consultants, contractors and subcontractors, for the purposes stated herein.

ARTICLE XII – OTHER APPLICABLE FEDERAL LAWS

A. **Equal Employment Opportunity.** The Parties shall comply with E.O. 11246 (3 CFR 1964-1965 comp., p. 229), Equal Employment Opportunity, as amended by E.O. 11375 Equal Employment Opportunity, and as supplemented by regulations at 41 CFR chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c).**

i. The Parties shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

ii. In accordance with the Act, the Parties are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which s/he is otherwise entitled.

iii. The Parties shall report all suspected or reported violations to the responsible component.

C. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).**

i. The Parties shall comply with Section 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

ii. In accordance with Section 102 of the Act, the Parties are required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 and 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

iii. Section 107 of the Act is applicable to construction work and provides that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

iv. These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. Energy Efficiency: Pursuant to Federal Regulations (24 C.F.R. 85.36(i) (13)) and Federal Law. The Parties shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and conservation Act (Pub. L. 94-163 codified at 42 U.S.C. section 6321 et. Seq.).

ARTICLE XIII – ACCESS TO RECORDS AND REPORTS

A. The Parties agree to provide the City, the Board, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of NORA or Board that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

B. NORA and the Board agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. NORA and the Board agree to maintain all books, records, accounts and reports required under this agreement for the longest of the following periods of time:

i. A period of 3 years from the end of the performance period following completion of the activities detailed herein;

ii. A period of not less than 3 years after the date of expiration or termination of this agreement; or

iii. In the event that litigation or settlement of claims arise from the performance of this agreement, these records will be maintained until NORA Board, the City, FEMA, the Comptroller General, and any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

D. Should any party voluntarily maintain any records regarding HMGP #1603c-071-0038 (FEMA-1603-DR-LA, Project #0178 – Phase I or II) beyond the period required by this agreement, such party agrees to allow the City, FEMA, the Comptroller General, or any of their duly authorized representatives access to such records as long as they are maintained.

ARTICLE XIV – NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

i. To the City:

Hazard Mitigation Office
City of New Orleans,
1300 Perdido St, Suite 9E06
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

ii. To NORA:

Executive Director
New Orleans Redevelopment Authority
1409 Oretha Castle Haley Boulevard
New Orleans, LA 70113

&

Legal Department
New Orleans Redevelopment Authority
1409 Oretha Castle Haley Boulevard
New Orleans, LA 70113

iii. To the Board:

Executive Director
Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165

&

Office of the General Superintendent
Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165

&

Legal Department
Sewerage and Water Board of New Orleans
625 St. Joseph Street
New Orleans, LA 70165

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. **Notification of Change.** Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XV – ADDITIONAL PROVISIONS

A. **Amendment.** The terms, conditions and duration of this Agreement may be modified by an executed, written amendment to this Agreement. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of all parties to this Agreement.

B. **Exhibits.** The following exhibits will be and are incorporated into this Agreement:

- Exhibit A – December 15, 2009 Award Letter from GOHSEP to Colonel Jerry Sneed, Director, New Orleans Office of Homeland Security and Emergency Preparedness;
- Exhibit B - HMGP application to GOHSEP for the “Stormwater Mitigation Project for Pontilly;” and
- Exhibit C - Board Property.

C. **Limitations of the Parties’ Obligations.** The City and the Board have no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

D. **Non-Waiver.** The failure of any party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of any other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of any party’s right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

E. **Complete Agreement.** The Parties specifically acknowledge that in entering into and accepting this Agreement, the City, NORA and Board rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

ARTICLE XV – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XVI - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be

created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

(SIGNATURES AND EXHIBITS CONTAINED ON NEXT PAGES)

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the City, the Board, and NORA execute this Agreement through their duly authorized representatives.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this ____ **day of** _____, **of 2019**

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

(Board and NORA's signature and Exhibits contained on the following pages)

(The remainder of this page is intentionally left blank)

SEWERAGE AND WATER BOARD OF NEW ORLEANS

BY: _____
GHASSAN KORBAN,
EXECUTIVE DIRECTOR

Executed on this _____ day of _____, of 2019

APPROVED AS TO FORM:
Legal Department

By: _____

(NORA's signature and Exhibits A, B, and C contained on the following pages)

(The remainder of this page is intentionally left blank)

NEW ORLEANS REDEVELOPMENT AUTHORITY

BY: _____
BRENDA M. BREAUX,
EXECUTIVE DIRECTOR

Executed on this _____ day of _____, of 2019

(Exhibits A, B, and C contained on the following pages)

(The remainder of this page is intentionally left blank)

**EXHIBIT A TO THE COOPERATIVE ENDEAVOR AGREEMENT
BY AND AMONG
THE CITY OF NEW ORLEANS
AND
THE SEWERAGE AND WATER BOARD OF NEW ORLEANS
AND
THE NEW ORLEANS REDEVELOPMENT AUTHORITY**

December 15, 2009 Award Letter from GOHSEP to Colonel Jerry Sneed, Director, New Orleans Office of Homeland Security and Emergency Preparedness

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State of Louisiana

**GOVERNOR'S OFFICE OF HOMELAND SECURITY
AND
EMERGENCY PREPAREDNESS**

BOBBY JINDAL
GOVERNOR

MARK A. COOPER
DIRECTOR

December 15, 2009

Col. Jerry Sneed
Executive Director
Office of Homeland Security and Emergency Preparedness
Orleans Parish
1300 Perdido Street, Suite 9E06
New Orleans, Louisiana 70112

ATTENTION: Col. Sneed

RE: Approval and Funding
Orleans Parish Pontilly Drainage
HMGP #1603c-071-0038, FEMA-1603-DR-LA, Project #0178 - Phase I

Dear Colonel Sneed:

On behalf of Governor Bobby Jindal, I am pleased to inform you that your application for Federal assistance under the Hazard Mitigation Grant Program was approved by FEMA on December 2, 2009 for Phase 1 (see enclosure) for the above referenced project.

Approved Phase I costs include:

- Hydraulic and Hydrology Study
- Environmental Assessment
- Damage Studies
- Engineering
- Design
- Permitting

THIS DOCUMENT IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. IT IS THE POLICY OF THE FEDERAL GOVERNMENT TO MAKE ITS INFORMATION AVAILABLE TO THE PUBLIC.

Col. Sneed
Page 2
December 15, 2009

Please note the approved Phase I costs are for the specified activities listed only. No brick and mortar or ground disturbing work may commence before approval of Phase II funding. Once the data has been obtained from Phase I, FEMA will continue with your Phase II review.

The approved funding for eligible project activities is as follows:

Federal Share (100%)	\$	1,600,000.00
Non-Federal Share/Global Match (0%)	\$	0.00
TOTAL PROJECT AWARD	\$	1,600,000.00
Sub-grantee Administrative funds	\$	7,500.00
Total Funds Available	\$	1,507,500.00

A Sub-grantee Agreement briefing is required for this grant award. The following information will be explained to you and members of your staff:

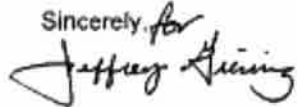
- Project Performance Period of December 2, 2009 to December 2, 2012
- Reporting requirements
- Procurement process
- Process for requesting reimbursement of funds
- Information on Sub-grantee Administrative costs
- Sub-grantee Agreement review

The Hazard Mitigation Grant Program requires a 25% non-federal cost share match. This non-federal cost share may include state or local funds, in-kind services, global match, or a combination of all of these. In an effort to reduce the financial burden placed on local governments as a result of Hurricanes Katrina and Rita, the State is utilizing global match to assist parishes with meeting the 25% non-federal cost share. Therefore, Orleans Parish will not be obligated to provide any funding toward eligible activities approved in the above referenced project. The State will reimburse the jurisdiction 100% of the Total Funds Available that are expended on eligible activities.

Col. Sneed
Page 3
December 15, 2009

Lee McCurley, your Disaster Recovery Specialist for this project, will be contacting you to schedule this briefing. If you have any questions, please contact Lee McCurley at 225-376-5009 or lee.mccurley@la.gov.

Sincerely, *for*



D. Casey Levy
State Hazard Mitigation Officer
Disaster Recovery Division

DCL:lam

Enc. FEMA Approval Letter Dated December 2, 2009
Sub-Grantee Agreement

8.50 x 11.00 in

1647 INDEPENDENCE BOULEVARD, BATON ROUGE, LA 70806
TEL: PHONE (225) 924-7400 FAX (225) 924-7401

DEC 08 2009

U.S. Department of Homeland Security
Federal Emergency Management Agency
Louisiana Transitional Recovery Office
1259 Poydras Street, Box 843
New Orleans, LA 70112
Local: (504) 511-8000
Toll: 1-800-204-1100



FEMA

December 2, 2009

Mark Cooper, Director
Governor's Office of Homeland Security
and Emergency Preparedness
7667 Independence Blvd
Baton Rouge, LA 70816

RE FEMA-1603-DR-LA, Project 0178—Phase 1
Orleans Parish, Storm Water Mitigation/Drainage Upgrades

Dear Mr. Cooper:

FEMA is pleased to announce the approval of Phase 1 funding for the Orleans Parish, Storm Water Mitigation/Drainage Upgrades project.

We are approving a total of \$1,500,000 to complete the following activities.

- Hydraulic and Hydrology Study
- Environmental Assessment
- Damage Studies
- Engineering
- Design
- Permitting

Please note the approved Phase 1 costs are for the specified activities listed only. No brick and mortar or ground disturbing work may commence before FEMA approves Phase 2 funding. Once the data has been obtained from Phase 1, FEMA will continue with the Phase 2 review.

The total project cost approved is \$1,500,000. Total federal funding for this project in the amount of \$1,515,037 which includes \$1,500,000 federal share, \$7,517 Grantee Administrative allowance and \$7,500 Subgrantee Administrative allowance is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-1603-DR-LA under Supplemental Report Number 386. A copy of the Obligation Report has been enclosed for your records.

Mr. Cooper
December 2, 2009
Page 2

In accordance with 44 CFR 60.3, the flood protection project must comply with federal, state and local regulations. All the maintenance and upkeep of the Orleans Parish, Storm Water Mitigation/Drainage Upgrades is the responsibility of the post-mitigation deed-holder.

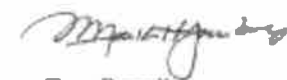
The Phase I actions identified in the project application have been Categorically Excluded (CATEX) from the need to prepare an Environmental Impact Statement in accordance with 44 CFR 10.0(d)(2)(iii). No extraordinary circumstances were identified. The grantee must ensure that all conditions of the CATEX are met. A copy of the Environmental Report is enclosed. Please provide a copy of this document to the subgrantee.

Quarterly progress reports for the HMGP are required in accordance with 44 CFR 206.43(c). Please include this project in future reporting. Completion of Phase I activities is recommended by December 2, 2010 which is a twelve (12) month performance period. Completion and closeout of Phase I and Phase II is expected by December 2, 2012 which is a thirty-six (36) month performance period. An extension must be requested if you are unable to complete Phase I and Phase II within the identified thirty-six (36) month performance period. This request should be made at least sixty (60) days prior to the current deadline, and must include justification for the request.

The application period for FEMA-1603-DR-LA ended October 30, 2009. Changes to the scope of work cannot be made after the application period expires. No new activities or activities that have not been pre-identified, approved, and submitted during the application period can be considered after the application period expires.

If you have any questions regarding the enclosures, please contact Charlie Tobelman, Deputy Section Chief, Mitigation Programs at (504) 762-2215.

Sincerely,



for Tony Russell
Acting Director
Louisiana Transitional Recovery Office

Enclosures

Cc: Gary Jones, Acting Administrator, FEMA Region VI
Mark DeBosier, Deputy Director, Disaster Recovery Division, GOHSEP
D. Casey Levy, Mitigation Section Chief, GOHSEP

11/20/2009
12:48

GENERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

HMGP-08-02

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1603	178-R	0	118	1	385	LA	Statewide

Subgrantee: Orleans (Parish)
Subgrantee FIPS Code: 071-08071

Project Title: HMGP-071-0038 STORM WATER MITIGATION PROJECT FOR PONTILLY

Total Amount Previously Obligated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$1,800,000	\$1,800,000	\$0	\$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$1,800,000	\$7,007	\$7,500	\$1,914,507	11/20/2009	Accept	2010

Comments:

Date: 11/18/2009 User ID: RWILLI23

Comment: HMO APPROVES OBLIGATION

Date: 11/18/2009 User ID: JSMITH55

Comment: HMO APPROVES OBLIGATION

Authorization:

Preparer Name: KEVIN WILLIAMS

Preparation Date: 11/18/2009

HMO Authorization Name: JANICE SMITH

HMO Authorization Date: 11/18/2009

State Scale Percentages:

up to	\$100,000	=	3.00%
up to	\$1,000,000	=	2.00%
up to	\$9,000,000-50	=	1.00%
Excess		=	0.50%

11/20/2009
12:48

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

HMGP 08 22

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1800	178-R	0	118	1	306	LA	Statewide

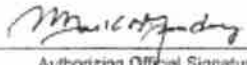
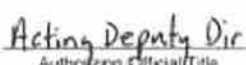
Subgrantee: Orleans Parish
Subgrantee FIPS Code: 071-99071

Project Title: 1803c 071-038 STORM WATER MITIGATION PROJECT FOR PONTILLY

Admin Calculation

Admin Cost Calculation: Sliding Scale Calculation Percentage: 10%

Justification:

 _____ Authorizing Official Signature	 _____ Authorizing Official Title	<u>12/2/09</u> _____ Authorization Date
_____ Authorizing Official Signature	_____ Authorizing Official Title	_____ Authorization Date

Sliding Scale Percentage:

up to	\$100,000	=	3.00%
up to	\$1,000,000	=	2.00%
up to	\$5,000,000.00	=	1.00%
Excess		=	0.50%

Page 2 of 2

11/20/2009

7:58 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM

HMGP-EV-01

Environmental Report

Disaster Number	FEMA Project Number	Applicant Number	App ID	State	Grantee
1603	178-R	9	118	LA	Statewide

Subgrantee: Orleans (Parish)

FIPS Code: 071-00071

Project Title: 1603c-071-0008 STORM WATER MITIGATION PROJECT FOR PONTILLY

FEMA Laws/EOs

Laws/EOs	Status
Coastal Barriers Resources Act (CBRA)	Gen Review/NA

Clean Water Act (CWA)

Completed

Comment: THE APPLICANT SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CLEAN WATER ACT (CWA). THE APPLICANT SHALL COORDINATE WITH OR OBTAIN ANY REQUIRED PERMITS OR CERTIFICATIONS FROM THE STATE AND U.S. ARMY CORP OF ENGINEERS (USACE). THE APPLICANT SHALL COMPLY WITH ALL CONDITIONS OF THE REQUIRED PERMITS. ALL COORDINATION PERTAINING TO THE ACTIVITIES SHOULD BE DOCUMENTED. MSIBLEY1-04/25/2009 17:20 GMT

Coastal Zone Management Act (CZMA)

Completed

Comment: THIS PROJECT IS LOCATED WITHIN THE LOUISIANA COASTAL MANAGEMENT ZONE. FEMA HAS DETERMINED THAT THIS PROJECT IS CONSISTENT WITH THE COASTAL ZONE MANAGEMENT ACT AND THE LOUISIANA COASTAL MANAGEMENT PLAN (LCMP). ANY CHANGE TO THE APPROVED SCOPE OF WORK WILL REQUIRE RE-SUBMISSION TO FEMA FOR RE-EVALUATION FOR CONSISTENCY WITH THE LCMP. PROJECTS WITHIN THE COASTAL ZONE MAY STILL REQUIRE A COASTAL USE PERMIT FROM THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES (LDNR). PROJECTS MAY BE COORDINATED BY CONTACTING LDNR AT 1-800-267-4019. MSIBLEY1-04/25/2009 17:20 GMT

Endangered Species Act (ESA)

Gen Review/NA

Fish and Wildlife Coordination Act (FWCA)

Gen Review/NA

National Historic Preservation Act (NHPA)

Completed

Comment: NEPA and Section 106 review have not been completed. Approval is for Phase 1 planning activities ONLY and will result in no ground disturbance or brick and mortar work. ? Michael Venderosa, HMGP HP Interim Team Lead. MSIBLEY1-04/25/2009 17:11 GMT

Clean Air Act (CAA)

Gen Review/NA

E.O. 11988 Floodplains

Completed

Comment: 4/25/09: Per Preliminary DFIRM panel 22071C0120F, dated 10/30/08 project area lies in zones "AE (EL. 11' and "shaded X". No floodplain review conducted for the PHASE I of the project. Project is to be resubmitted prior to beginning of PHASE II work. Applicant is to coordinate with the local floodplain administrator, M. Sibley, Environmental Specialist, Floodplain. MSIBLEY1-04/25/2009 17:20 GMT

E.O. 11990 Wetlands

Gen Review/NA

8.50 x 11.00 in

11/26/2009
7:08 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM
Environmental Report

HMGP-EV-01

Project Number: 1903 FEMA Project Number: 178-R Arrangement Number: 9 App ID: 118 State: LA Grantee: Statewide
Subgrantee: Orleans (Parish) RIPS Code: 071-99071 Project Title: 16030-071-0038 STORM WATER MITIGATION PROJECT FOR PONTILLY
FEMA Laws/EOs: E.O. 12898, Environmental Justice for Low Income and Minority Populations Status: Gen. Review

Required Conditions Resulting from Environmental Review

Law	Entered By	Monitoring Required	Monitoring Completed Date	By
CMA	Melanie Sibbey	<input type="checkbox"/>	08/00/0000	
Conditions Required (40000)	THE APPLICANT SHALL COORDINATE WITH OR OBTAIN ANY REQUIRED PERMITS OR CERTIFICATIONS FROM THE STATE AND U.S. ARMY CORPS OF ENGINEERS (USACE). THE APPLICANT SHALL COMPLY WITH ALL CONDITIONS OF THE REQUIRED PERMITS. ALL COORDINATION PERTAINING TO THE ACTIVITIES SHOULD BE DOCUMENTED.			
CZMA	Melanie Sibbey	<input type="checkbox"/>	08/00/0000	
Conditions Required (40000)	PROJECTS WITHIN THE COASTAL ZONE MAY STILL REQUIRE A COASTAL USE PERMIT FROM THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES (LDNR). PROJECTS MAY BE COORDINATED BY CONTACTING LDNR AT 1-800-257-4015.			

FEMA NEPA Process

FEMA Status

Category - Completed

If an extraordinary circumstance exists and leads to a significant environmental impact (see 44 CFR 10.8.40 (2)) an EIS/EA/assessment shall be prepared.

1. CATEX Type Code

3. Studies that involve no commitment of resources (16)

☒ No Extraordinary Circumstances Requiring an EA. Documentation Complete 04/28/2008

Standard Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Comments

04/28/2008: THIS ACTION, AS DESCRIBED IN THE PROJECT WORKSHEET, IS CATEGORICALLY EXCLUDED FROM THE PREPARATION OF ENVIRONMENTAL IMPACT STATEMENTS AND ENVIRONMENTAL ASSESSMENTS UNDER 44 CFR PART 10.8(D)(1)(B). STUDIES THAT INVOLVE NO COMMITMENT OF RESOURCES OTHER THAN MAN-POWER AND ASSOCIATED FUNDING. ANY CHANGES TO THE SCOPE OF WORK WILL REQUIRE RE-SUBMISSION THROUGH THE STATE TO FEMA AND REQUIRE REEVALUATION FOR COMPLIANCE WITH NATIONAL ENVIRONMENTAL POLICIES. NON-COMPLIANCE WITH REQUIREMENT MAY JEOPARDIZE RECEIPT OF FEDERAL FUNDS. MSB/EY1-04/28/2008 17:22 GMT

Page 2 of 2

(Exhibits B and C contained on the following pages)

(The remainder of this page is intentionally left blank)

**EXHIBIT B TO THE COOPERATIVE ENDEAVOR AGREEMENT
BY AND AMONG
THE CITY OF NEW ORLEANS
AND
THE SEWERAGE AND WATER BOARD OF NEW ORLEANS
AND
THE NEW ORLEANS REDEVELOPMENT AUTHORITY**

**HMGP application to GOHSEP
for the “Stormwater Mitigation Project for Pontilly”**

[The application is 73-pages long and is available upon request to NORA]

(Exhibit C contained on the following pages)

(The remainder of this page is intentionally left blank)

**EXHIBIT C TO THE COOPERATIVE ENDEAVOR AGREEMENT
BY AND AMONG
THE CITY OF NEW ORLEANS
AND
THE SEWERAGE AND WATER BOARD OF NEW ORLEANS
AND
THE NEW ORLEANS REDEVELOPMENT AUTHORITY**

“Board Property”

[The Pontilly plans are a 19-pages long document and is available upon request to the City]

**GENERAL SUPERINTENDENT'S
RECOMMENDATIONS**

CONTRACT FINAL ACCEPTANCE

REPORT ON CONTRACT FINAL ACCEPTANCE

PROPOSALS:

- Item 1 – R-116-2019 – Contract 1397 – Improvements to Michoud Water Tower
- Item 2 – R-057-2019 – Contract 1401 – Requisition and Delivery of Two Pumps and One Motor as per Specifications at the New River Pumping Station
- Item 3 – R-094-2019 – Contract 2106 – Installation of New Sewer, Water and Drainage Service Connections at Various Sites Throughout Orleans Parish
- Item 4 – R-033-2019 – Contract 2133 – Emergency Repair Contract for Winter Freeze Event (Inga) – Water Main Point Repair, Water Service Connection, Water Valve and Fire Hydrant Replacement at Various Sites Throughout Orleans Parish
- Item 5 – R-034-2019 – Contract 2134 – Emergency Repair Contract for Winter Freeze Event (Inga) – Water Main Point Repair, Water Service Connection, Water Valve and Fire Hydrant Replacement at Various Sites Throughout Orleans Parish
- Item 6 – R-120-2019 – Contract 30204 – Restoration of Existing Gravity Flow Sanitary Sewers by Excavation and Replacement from Manhole to Manhole, CIPP Lining from Manhole to Manhole, CIPP Lining of Service Laterals and Point Repairs at Various Sites Throughout Orleans Parish
- Item 7 – R-121-2019 – Contract 5240 – Drainage System Support Pump Repair DPS 4 C/D/E

EVALUATION:

Contract 1397 – **Maguire Iron, Inc.** – Improvements to Michoud Water Tower. Total Contract Bid \$5,749,700.00. Total Contract Expenditure \$6,432,035.80. Date Work Order Issued May 1, 2017. Date Work Accepted March 11, 2019. The DBE Participation Goal is 5%. The DBE Participation Achieved is 8%.

Contract 1401 – **Fluid Process & Pumps, LLC** – Requisition and Delivery of Two Pumps and One Motor as per Specifications at the New River Pumping Station. Total Contract Bid \$1,877,600.00. Total Contract Expenditure \$1,816,100.00. Date Work Order Issued January 29, 2018. Date Work Accepted March 14, 2019. There is no DBE Participation.

Contract 2106 – **Fleming Construction** – Installation of New Sewer, Water and Drainage Service Connections at Various Sites Throughout Orleans Parish. Total Contract Bid \$5,293,100.00. Total Contract Expenditure \$5,178,194.04. Date Work Order Issued January 23, 2018. Date Work Accepted February 18, 2019. The DBE Participation Goal is 36%. The DBE Participation Achieved is 52%.

Contract 2133 – **Wallace Drennan Construction**– Emergency Repair Contract for Winter Freeze Event (Inga) – Water Main Point Repair, Water Service Connection, Water Valve and Fire Hydrant Replacement at Various Sites Throughout Orleans Parish. Total Contract Bid \$1,548,631.10. Total Contract Expenditure \$2,268,773.10. Date Work Order Issued January 23, 2018. Date Work Accepted January 25, 2019. There is no DBE Participation.

Contract 2134 – **Fleming Construction** – Emergency Repair Contract for Winter Freeze Event (Inga) – Water Main Point Repair, Water Service Connection, Water Valve and Fire Hydrant Replacement at Various Sites Throughout Orleans Parish. Total Contract Bid \$883,600.00. Total Contract Expenditure \$1,198,573.50. Date Work Order Issued January 23, 2018. Date Work Accepted February 18, 2019. There is no DBE Participation.

Contract 30204– **Wallace Drennan Construction** – Restoration of Existing Gravity Flow Sanitary Sewers by Excavation and Replacement from Manhole to Manhole, CIPP Lining from Manhole to Manhole, CIPP Lining of Service Laterals and Point Repairs at Various Sites Throughout Orleans Parish. Total Contract Bid \$7,977,476.00. Total Contract Expenditure \$11,143,957.12. Date Work Order Issued January 17, 2017. Date Work Accepted April 2, 2019. The DBE Participation Goal is 36%. The DBE Participation Achieved is 30.07%.

Contract 5240 – **Fluid Process & Pumps, LLC** – Drainage System Support Pump Repair DPS 4 C/D/E. Total Contract Bid \$2,947,000.00. Total Contract Expenditure \$3,196,956.66. Date Work Order Issued April 20, 2018. Date Work Accepted May 17, 2019. There is no DBE Participation.

RECOMMENDATION:

The above contracts are recommended for acceptance.

1. **R-125-2019 – Cooperative Endeavor Agreement by and among the City of New Orleans and the Sewerage and Water Board of New Orleans and the New Orleans Redevelopment Authority for the Pontilly Drainage HMGP Project**

This Cooperative Endeavor Agreement between all parties is to implement a Stormwater Mitigation Project for the Pontilly Neighborhood. The S&WB's role consists of administering this Agreement through its Engineering Department; reviewing, approving and monitoring the design, construction, change orders, and close-out of work proposed; performing any monitoring and inspection of construction carried out on Board Property or otherwise impacting Board jurisdiction or responsibilities; granting the City and the Contractor access to subject sites.

**CONTRACT 1397 - FINAL ACCEPTANCE AND CLOSE OUT OF
IMPROVEMENTS TO MICHLOUD WATER TOWER**

WHEREAS, the Sewerage and Water Board entered into Sewerage and Water Board Contract No. 1397 with Maguire Iron, Inc. to restore Michoud Water Tower to working order, and

WHEREAS, Contract 1397 is ready for Final Acceptance by Sewerage & Water Board of New Orleans, and

WHEREAS, the General Superintendent in his report has recommended that this contract receive final acceptance and be closed out.

NOW THEREFORE BE IT RESOLVED, by the Sewerage and Water Board of New Orleans that the recommendation of the General Superintendent to authorize Final Acceptance of Contract 1397 is hereby approved.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

SEWERAGE & WATER BOARD OF NEW ORLEANS

- FINAL ACCEPTANCE STATEMENT -

DATE: July 16, 2019
FROM: Hadi Amini, P.E., Construction, Administration & Inspection Engineering
TO: Bruce Adams, P. E., Deputy General Superintendent
RE: Contract No.: 1397
CC: Matthew Movahed
TITLE: Improvements to Michoud Water Tower

This is to advise that all work on the above-captioned Contract is now completed and acceptance of the Contract is recommended.

CONTRACTOR:	Maguire Iron, Inc.
LUMP SUM BID:	\$5,749,700.00
UNIT PRICE BID:	\$0.00
TOTAL CONTRACT BID:	\$5,749,700.00
UNIT PRICE EXTENSIONS TO CONTRACT:	0
NO. CHANGE ORDERS:	14
TOTAL CHANGE ORDER AMOUNT:	\$682,335.80
(Do not include unit price work in Change Orders)	
TOTAL CONTRACT EXPENDITURE:	\$6,432,035.80
CHANGE ORDERS AS PER CENT OF LUMP SUM AND UNIT PRICE BID TOTAL:	11.87%
DATE WORK ORDER ISSUED:	1-May-17
DATE WORK ACCEPTED:	11-Mar-19
INCOMPLETE PUNCHLIST ITEMS CREDIT DUE TO S&WB:	\$0.00
CONTRACT LIQUIDATED DAMAGES DUE TO S&WB:	\$0.00
RETAINAGE:	\$321,601.79
TOTAL AMOUNT DUE TO S&WB:	\$0.00

TOTAL CONTRACT AMOUNT ELIGIBLE FOR FEMA REIMBURSEMENT: N/A
TOTAL CONTRACT AMOUNT NOT ELIGIBLE FOR FEMA REIMBURSEMENT: N/A

SOURCE OF FUNDS: ☒ Water Funds

DBE PARTICIPATION GOAL 5%

DBE PARTICIPATION ACHIEVED 8%


Hadi Amini, P.E.
CA&I


M. Ron Spooner, P. E.,
Chief of Engineering


07/22/2019

**FINAL ACCEPTANCE AND CLOSE OUT OF CONTRACT 1401-
REQUISITION AND DELIVERY OF TWO PUMPS AND ONE MOTOR
AS PER SPECIFICATIONS AT THE NEW RIVER PUMPING STATION**

WHEREAS, the Sewerage and Water Board entered into Sewerage and Water Board Contract No. 1401 with Fluid Process & Pumps. The project included requisition and delivery of two pumps and one motor per specifications for use at the New River Pumping Station, and,

WHEREAS, Contract 1401 is ready for Final Acceptance by Sewerage & Water Board of New Orleans, and,

WHEREAS, the General Superintendent in his report has recommended that this contract receive final acceptance and be closed out; and,

NOW THEREFORE BE IT RESOLVED, by the Sewerage and Water Board of New Orleans that the recommendation of the General Superintendent to authorize Final Acceptance of Contract 1401 is hereby approved.

I, Ghassan Korban, Executive Director,
of the Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a Resolution adopted at the
Regular Monthly meeting of said Board,
duly called and held, according to law, on
August 21,2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

SEWERAGE & WATER BOARD OF NEW ORLEANS

- FINAL ACCEPTANCE STATEMENT -

DATE: June 24, 2019

FROM: M. Ron Spooner, P.E., Chief of Engineering

TO: Bruce Adams, P. E., ^{DEPUTY} ~~Interim~~ General Superintendent

RE: Contract No.: 1401

CC: Rebecca Johnsey

TITLE: Requisition and delivery of two pumps and one motor as per specifications at the New River Pumping Station

This is to advise that all work on the above-captioned Contract is now completed and acceptance of the Contract is recommended.

CONTRACTOR:	Fluid Process & Pumps, LLC
LUMP SUM BID:	\$1,877,600.00
UNIT PRICE BID:	\$0.00
TOTAL CONTRACT BID:	\$1,877,600.00
UNIT PRICE EXTENSIONS TO CONTRACT:	0
NO. CHANGE ORDERS:	1
TOTAL CHANGE ORDER AMOUNT:	(\$61,500.00)
(Do not include unit price work in Change Orders)	
TOTAL CONTRACT EXPENDITURE:	\$1,816,100.00
CHANGE ORDERS AS PER CENT OF LUMP SUM AND UNIT PRICE BID TOTAL:	-3.28%
DATE WORK ORDER ISSUED:	29-Jan-18
DATE WORK ACCEPTED:	14-Mar-19
INCOMPLETE PUNCHLIST ITEMS CREDIT DUE TO S&WB:	\$0.00
CONTRACT LIQUIDATED DAMAGES CREDITED TO S&WB:	\$218,000.00
RETAINAGE:	\$90,805.00
TOTAL AMOUNT DUE TO S&WB:	\$0.00

TOTAL CONTRACT AMOUNT ELIGIBLE FOR FEMA REIMBURSEMENT: N/A

TOTAL CONTRACT AMOUNT **NOT** ELIGIBLE FOR FEMA REIMBURSEMENT: N/A

SOURCE OF FUNDS: ☒ Sewer/ Water/ Drainage Funds

DBE PARTICIPATION GOAL 0%

DBE PARTICIPATION ACHIEVED 0%



Rebecca Johnsey, P.E.
Mechanical Engineering



M. Ron Spooner, P. E.,
Chief of Engineering

**FINAL ACCEPTANCE FOR CONTRACT NO. 2106 - INSTALLATION OF
NEW WATER, SEWER AND DRAIN SERVICE CONNECTIONS AT VARIOUS
SITES THROUGHOUT ORLEANS PARSH**

WHEREAS, the Sewerage and Water Board entered into Contract No. 2106 with Fleming Construction in the amount of \$2,336,550.00 (Resolution Number R-062-2015, April 15, 2015); and,

WHEREAS, the Contractor was awarded a one (1) year Renewal for the amount of \$2,336,550.00 (Resolution Number R-019-2017, February 15, 2017); and,

WHEREAS, the Contractor was awarded one (1) Change Order in the amount of \$620,000.00 which was 13.27% of the Contract value bringing the total Contract value to \$5,293,100.00 and extending the Contract an additional 423 days (Resolution Number R-026-2019, February 20, 2019); and,

WHEREAS, the Total Contract expenditure was \$5,178,194.04, resulting in a \$114,905.96 decrease to the Contract value; and,

WHEREAS, Contract 2106 is ready for Final Acceptance by the Sewerage & Water Board of New Orleans; and,

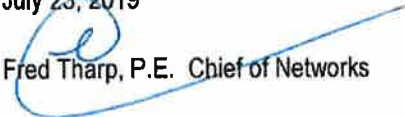
NOW THEREFORE BE IT RESOLVED, by the Sewerage and Water Board of New Orleans that the recommendation of the General Superintendent to authorize Final Acceptance of Contract 2106 is hereby approved.

I, Ghassan Korban, Executive Director,
of the Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a Resolution adopted at the
Regular Monthly meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

SEWERAGE & WATER BOARD OF NEW ORLEANS

- FINAL ACCEPTANCE STATEMENT -

DATE: July 23, 2019
FROM:  Fred Tharp, P.E. Chief of Networks
TO: Robert Turner, P.E. General Superintendent
RE: **Contract No.:** 2106
CC: Steve Bass, Charles Mallet
TITLE: **Contract 2106 - Installation of New Sewer, Water and Drainage Service Connections at Various Sites Throughout Orleans Parish.**

This is to advise that all work on the above-captioned Contract is now completed and acceptance of the Contract is recommended.

CONTRACTOR:	Fleming Construction
ORIGINAL CONTRACT SUM:	\$0.00
LUMP SUM BID:	\$0.00
UNIT PRICE BID:	\$2,336,550.00
TOTAL CONTRACT BID:	\$5,293,100.00
UNIT PRICE EXTENSIONS TO CONTRACT:	\$0.00
RENEWALS - ONE (1) EXERCISED:	\$2,336,550.00
NO. CHANGE ORDERS - ONE (1):	\$620,000.00
RECONCILED AMOUNT:	(\$114,905.96)
(Do not include unit price work in Change Orders)	
TOTAL CONTRACT EXPENDITURE:	\$5,178,194.04
RECONCILED AMOUNT AS PER CENT OF UNIT PRICE BID TOTAL:	-2%
DATE WORK ORDER ISSUED:	23-Jan-18
DATE WORK ACCEPTED:	18-Feb-19
RETAINAGE INCLUDING FINAL CHANGE ORDER DUE TO CONTRACTOR:	\$258,440.69
CONTRACT DBE Participation goal:	36.0%
CONTRACT DBE Participation achieved:	52.0%
 TOTAL CONTRACT AMOUNT ELIGIBLE FOR FEMA REIMBURSEMENT:	 \$0.00
TOTAL CONTRACT AMOUNT ELIGIBLE FOR MITIGATION FEMA REIMBURSEMENT:	\$0.00
TOTAL CONTRACT AMOUNT NOT ELIGIBLE FOR FEMA REIMBURSEMENT:	\$5,178,194.04



David Cappel, P.E.
Technical Services



Steve Bass, P. E.
Head of Technical Services

**FINAL ACCEPTANCE FOR CONTRACT 2133 – EMERGENCY REPAIR
CONTRACT FOR WINTER FREEZE (INGA) – WATER MAIN POINT REPAIR,
WATER SERVICE CONNECTION, WATER VALVE AND FIRE HYDRANT
REPLACEMENT AT VARIOUS SITES THROUGHOUT ORLEANS PARISH**

WHEREAS, the Sewerage and Water Board of New Orleans requested pricing from Wallace Drennan, Inc. Construction for Emergency Services during the 2018 Winter Storm Event (Inga) and entered into Contract 2133 with Wallace Drennan, Inc. Construction in the amount of \$720,142.00; and,

WHEREAS, the Contractor provided water point repair services for work orders related to this contract under an emergency basis for damages reported throughout the City during the Winter Storm; and,

WHEREAS, the Contractor provided services as requested in the amount of \$2,268,773.10, resulting in a \$1,548,631.10 increase to the original Contract value; and,

WHEREAS, the General Superintendent in his report has recommended that this Contract receive Final Acceptance; and,

NOW THEREFORE BE IT RESOLVED, by the Sewerage and Water Board of New Orleans, that the recommendation of the General Superintendent to authorize Final Acceptance of Contract 2133 is hereby approved.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

SEWERAGE & WATER BOARD OF NEW ORLEANS

- FINAL ACCEPTANCE STATEMENT -

DATE: July 23, 2019
FROM: Fred Tharp, P.E. Chief of Networks
TO: Robert Turner, P.E. General Superintendent
RE: **Contract No.:** 2133
CC: Steve Bass, Mark Bear Child
TITLE: **Contract 2133 - Emergency Repair Contract for Winter Freeze Event (Inga) – Water Main Point Repair, Water Service Connection, Water Valve and Fire Hydrant Replacement at Various Sites Throughout Orleans Parish.**

This is to advise that all work on the above-captioned Contract is now completed and acceptance of the Contract is recommended.

CONTRACTOR:	Wallace Drennan Construction
ORIGINAL CONTRACT SUM:	\$0.00
LUMP SUM BID:	\$0.00
UNIT PRICE BID:	\$720,142.00
TOTAL CONTRACT BID:	\$720,142.00
UNIT PRICE EXTENSIONS TO CONTRACT:	\$1,548,631.10
NO. CHANGE ORDERS:	0
RECONCILED AMOUNT:	\$1,548,631.10
(Do not include unit price work in Change Orders)	
TOTAL CONTRACT EXPENDITURE:	\$2,268,773.10
RECONCILED AMOUNT AS PER CENT OF UNIT PRICE BID TOTAL:	215%
DATE WORK ORDER ISSUED:	23-Jan-18
DATE WORK ACCEPTED:	25-Jun-19
RETAINAGE INCLUDING FINAL CHANGE ORDER DUE TO CONTRACTOR:	\$0.00
CONTRACT DBE Participation goal:	36.0%
CONTRACT DBE Participation achieved:	32.5%
TOTAL CONTRACT AMOUNT ELIGIBLE FOR FEMA REIMBURSEMENT:	\$0.00
TOTAL CONTRACT AMOUNT ELIGIBLE FOR MITIGATION FEMA REIMBURSEMENT:	\$0.00
TOTAL CONTRACT AMOUNT NOT ELIGIBLE FOR FEMA REIMBURSEMENT:	\$2,268,773.10



David Cappel, P.E.
Technical Services



Steve Bass, P. E.
Head of Technical Services

**FINAL ACCEPTANCE FOR CONTRACT 2134 – EMERGENCY REPAIR
CONTRACT FOR WINTER FREEZE (INGA) – WATER MAIN POINT REPAIR,
WATER SERVICE CONNECTION, WATER VALVE AND FIRE HYDRANT
REPLACEMENT AT VARIOUS SITES THROUGHOUT ORLEANS PARISH**

WHEREAS, the Sewerage and Water Board of New Orleans requested pricing from Fleming Construction for Emergency Services during the 2018 Winter Storm Event (Inga) and entered into Contract 2134 with Fleming Construction in the amount of \$883,600.00; and,

WHEREAS, the Contractor provided water point repair services for work orders related to this contract under an emergency basis for damages reported throughout the City during the Winter Storm; and,

WHEREAS, the Contractor provided services as requested in the amount of \$1,198,573.50, resulting in a \$314,973.50 increase to the original Contract value; and,

WHEREAS, the General Superintendent in his report has recommended that this Contract receive Final Acceptance; and,

NOW THEREFORE BE IT RESOLVED, by the Sewerage and Water Board of New Orleans, that the recommendation of the General Superintendent to authorize Final Acceptance of Contract 2134 is hereby approved.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Meeting of said Board,
duly called and held, according to law, on
August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

SEWERAGE & WATER BOARD OF NEW ORLEANS

- FINAL ACCEPTANCE STATEMENT -

DATE: July 23, 2019
FROM: Fred Tharp, P.E. Chief of Networks
TO: Robert Turner, P.E. General Superintendent
RE: **Contract No.:** 2134
CC: Steve Bass, Mark Bear Child
TITLE: **Contract 2134 - Emergency Repair Contract for Winter Freeze Event (Inga) – Water Main Point Repair, Water Service Connection, Water Valve and Fire Hydrant Replacement at Various Sites Throughout Orleans Parish.**

This is to advise that all work on the above-captioned Contract is now completed and acceptance of the Contract is recommended.

CONTRACTOR:	Fleming Construction
ORIGINAL CONTRACT SUM:	\$0.00
LUMP SUM BID:	\$0.00
UNIT PRICE BID:	\$883,600.00
TOTAL CONTRACT BID:	\$883,600.00
UNIT PRICE EXTENSIONS TO CONTRACT:	\$314,973.50
NO. CHANGE ORDERS:	0
RECONCILED AMOUNT:	\$314,973.50
(Do not include unit price work in Change Orders)	
TOTAL CONTRACT EXPENDITURE:	\$1,198,573.50
RECONCILED AMOUNT AS PER CENT OF UNIT PRICE BID TOTAL:	36%
DATE WORK ORDER ISSUED:	23-Jan-18
DATE WORK ACCEPTED:	18-Feb-19
RETAINAGE INCLUDING FINAL CHANGE ORDER DUE TO CONTRACTOR:	\$0.00
CONTRACT DBE Participation goal:	36.0%
CONTRACT DBE Participation achieved:	52.0%
TOTAL CONTRACT AMOUNT ELIGIBLE FOR FEMA REIMBURSEMENT:	\$0.00
TOTAL CONTRACT AMOUNT ELIGIBLE FOR MITIGATION FEMA REIMBURSEMENT:	\$0.00
TOTAL CONTRACT AMOUNT NOT ELIGIBLE FOR FEMA REIMBURSEMENT:	\$1,198,573.50


David Cappel, P.E.
Technical Services

FOR DAVID CAPPEL


Steve Bass, P. E.
Head of Technical Services

RATIFICATION OF FINAL ACCEPTANCE AND RECONCILIATION FOR CONTRACT NO. 30204 – RESTORATION OF EXISTING GRAVITY FLOW SANITARY SEWERS BY EXCAVATION AND REPLACEMENT FROM MANHOLE TO MANHOLE, CIPP LINING FROM MANHOLE TO MANHOLE, CIPP LINING OF SERVICE LATERALS AND POINT REPAIRS AT VARIOUS SITES THROUGHOUT ORLEANS PARISH

WHEREAS, the Sewerage and Water Board of New Orleans entered into Contract No. 30204 with Wallace Drennan, Inc. on November 16, 2016 for the amount of \$3,988,738.00(R-153-2016); and,

WHEREAS, Wallace Drennan was awarded a one-year renewal on December 18, 2017 in the amount of \$3,988,738.00 (R-164-2017); and,

WHEREAS, Change Order No.1 was approved by the Board of Directors on June 19, 2019 in the amount of \$3,297,000.00 (R-103-2019); and,

WHEREAS, the final dollar amount of work performed decreases the value of the contract by \$130,518.88 and extends the duration by zero (0) days; and,

WHEREAS, the Final Acceptance and Reconciliation brings the total contract dollar amount to \$11,143,957.12; and,

WHEREAS, Contract 30204 is ready for Final Acceptance by the Sewerage & Water Board of New Orleans; and,

NOW THEREFORE BE IT RESOLVED, by the Sewerage and Water Board of New Orleans that the recommendation of the General Superintendent to authorize Final Acceptance of Contract 30204 is hereby approved.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a Resolution adopted
at the Regular Monthly meeting of said Board,
duly called and held, according to law, on
August 21, 2019

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

Date: July 22, 2019
From: Fred Tharp, P.E., Chief of Networks
To: Robert Turner, P.E., General Superintendent
RE: Contract No.: 30204
Title: Restoration of Existing Gravity Flow Sanitary Sewers by Excavation and Replacement from Manhole to Manhole, CIPP Lining from Manhole to Manhole, CIPP Lining of Service Laterals and Point Repairs at Various Sites throughout Orleans Parish

This is to advise that all work on the above-captioned Contract is now completed and Acceptance of the Contract is recommended.

Contractor:	Wallace Drennan
Lump Sum Bid:	\$0.00
Unit Price BID:	\$3,988,738.00
Total Contract BID:	\$7,977,476.00
Unit Price Extensions to contract:	\$0
No. Change Orders	1
Total Change Order Amount:	\$3,297,000.00
Final Reconciliation Amount:	-\$130,518.88
Total Contract Expenditure:	\$11,143,957.12
Change Order Percent Contract BID:	41.32%
Date First Work Order:	1/17/2017
Date Final Work Order:	3/26/2019
Date Final Work Order Acceptance:	4/2/2019
Incomplete Punch list Items Credit Due to S&WB:	\$0.00
Contract Liquidated Damages Due to S&WB:	\$0.00
Retainage Including Final Change Orders Due to Contractor:	\$557,197.86
Total Amount Due to S&WB:	\$0.00
Total Amount Eligible For Fema Reimbursement:	\$0.00
Total Contract Amount <u>NOT</u> Eligible for Fema Reimbursement:	\$11,143,957.12
Source of Funds: CAP	
DBE Participation Goal	36%
DBE Participation Achieved	30.07%



Ashraf Abdelbaqi, EIT
Project Manager



Steve Bass, P.E.,
Head of Technical Services

**FINAL ACCEPTANCE AND CLOSE OUT OF CONTRACT 5240,
DRAINAGE SYSTEM SUPPORT PUMP REPAIR DPS 4 C/D/E**

WHEREAS, the Sewerage and Water Board entered into Sewerage and Water Board Contract No. 5240 with Alfred Conhagen Inc of LA The work included repair of three large horizontal drainage pumps (C, D, E) at Drainage Pumping Station 4 including all work to disassemble, complete repairs including bearings and casing, installation of instrumentation, re-assembly, alignment, testing of the pumps, and repair and re-certification of the crane, and

WHEREAS, Contract 5240 is ready for Final Acceptance by Sewerage & Water Board of New Orleans, and

WHEREAS, the General Superintendent in his report has recommended that this contract receive final acceptance and be closed out.

NOW THEREFORE BE IT RESOLVED, by the Sewerage and Water Board of New Orleans that the recommendation of the General Superintendent to authorize Final Acceptance of Contract 5240 is hereby approved.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of a resolution adopted
at the Regular Monthly meeting of said Board,
duly called and held, according to law,
on August 21, 2019.

Ghassan Korban,
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

SEWERAGE & WATER BOARD OF NEW ORLEANS

- FINAL ACCEPTANCE STATEMENT -

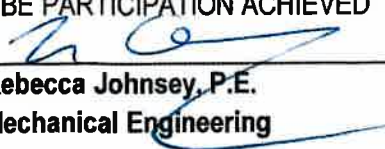
DATE: June 24, 2019
FROM: M. Ron Spooner, P.E., Chief of Engineering
TO: Bruce Adams, P. E., ^{DEPUTY} ~~Interim~~ General Superintendent
RE: Contract No.: 5240
CC: Rebecca Johnsey
TITLE: Drainage System Support Pump Repair DPS 4 C/D/E

This is to advise that all work on the above-captioned Contract is now completed and acceptance of the Contract is recommended.

CONTRACTOR:	Fluid Process & Pumps, LLC
LUMP SUM BID:	\$2,947,000.00
UNIT PRICE BID:	\$0.00
TOTAL CONTRACT BID:	\$2,947,000.00
UNIT PRICE EXTENSIONS TO CONTRACT:	0
NO. CHANGE ORDERS:	15
TOTAL CHANGE ORDER AMOUNT:	\$249,956.66
(Do not include unit price work in Change Orders)	
TOTAL CONTRACT EXPENDITURE:	\$3,196,956.66
CHANGE ORDERS AS PER CENT OF LUMP SUM AND UNIT PRICE BID TOTAL:	8.48%
DATE WORK ORDER ISSUED:	20-Apr-18
DATE WORK ACCEPTED:	17-May-19
INCOMPLETE PUNCHLIST ITEMS CREDIT DUE TO S&WB:	\$0.00
CONTRACT LIQUIDATED DAMAGES DUE TO S&WB:	\$0.00
RETAINAGE:	\$159,847.83
TOTAL AMOUNT DUE TO S&WB:	\$0.00

TOTAL CONTRACT AMOUNT ELIGIBLE FOR FEMA REIMBURSEMENT: N/A
TOTAL CONTRACT AMOUNT **NOT** ELIGIBLE FOR FEMA REIMBURSEMENT: N/A

SOURCE OF FUNDS: ☒ Sewer/ Water/ Drainage Funds
DBE PARTICIPATION GOAL 0%
DBE PARTICIPATION ACHIEVED 0%


Rebecca Johnsey, P.E.
Mechanical Engineering


M. Ron Spooner, P. E.,
Chief of Engineering

CHIEF FINANCIAL OFFICER'S RECOMMENDATIONS

**THE 2019 SEWERAGE AND WATER BOARD'S CONTRIBUTION TO THE
EMPLOYEES RETIREMENT SYSTEM**

WHEREAS, the Employees' Retirement System of the Sewerage and Water Board of New Orleans ("Plan") is an actuarially funded qualified government defined benefit plan under the Internal Revenue Code; and

WHEREAS, an annual actuarial valuation report of the Plan was presented as of December 31, 2018; and

WHEREAS, the aforementioned actuarial report reflects an actuarial valuation using the Entry Age Normal (EAN) funding method; and

WHEREAS, the adopted "minimum contribution" for a plan year equals the normal cost plus the amount necessary to amortize the Unfunded Actuarial Liability; and

WHEREAS, the normal cost for plan year beginning January 1, 2019 is \$4,964,967; and

WHEREAS, the net annual charge required for amortization of the Unfunded Actuarial Liability over a thirty year period beginning January 1, 2019 is \$7,572,820; and

WHEREAS, the total plan contribution as of January 1, 2019 is \$12,537,787 (\$4,964,967 plus \$7,572,820), which is 26.328% of the projected earnable compensation of \$47,621,715; and

WHEREAS, the annual employee estimated plan contribution as of January 1, 2019 is \$2,381,086, which is the 5.00% of the estimate employee Earnable Compensation based upon Board Resolution R-248-2014, although actual employee contributions are 6.00% of Earnable Compensation for active employees; and

WHEREAS, the annual Employer Contribution reflecting the continued utilization of the EAN funding policy less the Plan determined Employee contribution is \$10,156,701 for 2019 (compared to the \$10,000,000 included within the approved 2019 operating budget), which has been displayed as a percentage contribution of 21.328% of the active payroll; and

WHEREAS, the actuarial report includes the required "amortization" contribution for the Plan to amortize the Unfunded Actuarial Liability of \$96,949,523 over the thirty (30) year amortization period, effective on each valuation date at 7% percent annual interest; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sewerage and Water Board hereby approves the Employer Contribution of the active payroll to be \$10,156,701 for the Plan Year beginning January 1, 2019 and will be collected through active payroll based upon a percentage of 21.328% for the remainder of Plan Year 2019.

I, Ghassan Korban, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board duly called and held, according to law, on August 21, 2019.

Ghassan Korban
Executive Director
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**RESOLUTION RATIFYING THE EXECUTION OF TERMINATION OF
CONSTRUCTION FUND DISBURSEMENT AGREEMENT AS TO SEWERAGE AND
WATER BOARD OF NEW ORLEANS BY AND AMONG THE STATE OF LOUISIANA,
THE SEWERAGE AND WATER BOARD OF NEW ORLEANS, THE LOUISIANA
PUBLIC FACILITIES AUTHORITY, AND HANCOCK WHITNEY BANK OF
LOUISIANA AS SUCCESSOR TO HANCOCK BANK**

WHEREAS, the State of Louisiana (the "State"), the Sewerage and Water Board of New Orleans (the "Board"), the Louisiana Public Facilities Authority (the "Authority") and Hancock Whitney Bank as successor to Hancock Bank (the "Trustee") entered into a Cooperative Endeavor Agreement dated as of June 29, 2007, as amended by Amendment No.1 to Cooperative Endeavor Agreement dated as of October 1, 2007 and as the same may be amended and supplemented (collectively, the "Cooperative Endeavor Agreement"), in order to provide assistance to the Board in the repair of the public infrastructure damaged by Hurricanes Katrina and Rita because the Board does not have sufficient funds to pay for such repairs and the Federal Emergency Management Agency (the "FEMA") provides a reimbursement program for repairs; and

WHEREAS, the parties to the Cooperative Endeavor Agreement entered into a Construction Fund Disbursement Procedure Agreement dated as of October 1, 2007 (the "2007 Agreement") to set forth in detail the procedure for disbursing monies held by the Trustee in the Construction Fund created under the Indenture, which Construction Fund consists of four subaccounts; the City Construction Account, the City Revolving Account, the Sewerage and Water Board Construction Account, and the Sewerage and Water Board Revolving Account; and

WHEREAS, the State, the Board, the Authority and the Trustee to the Cooperative Endeavor Agreement desire to enter into the Termination of Construction Fund Disbursement Procedure Agreement (the "Termination Agreement") as to the Sewerage and Water Board; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Sewerage and Water Board that:

SECTION 1. The Board ratifies the execution of the Termination Agreement by the Executive Director of the Board.

SECTION 2. The President, the President Pro Tem and the Executive Director of the Board are hereby further authorized and directed, for and on behalf of the Board, to do all things necessary, on the advice of bond counsel to the Board, to effectuate and implement this resolution.

I, Ghassan Korban, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board duly called and held, according to law, on August 21, 2019.

Ghassan Korban
Executive Director
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**THIRD SUPPLEMENTAL SEWERAGE SERVICE
REVENUE BOND RESOLUTION**

adopted on [August 21], 2019

by the

SEWERAGE AND WATER BOARD OF NEW ORLEANS

IN CONNECTION WITH THE ISSUANCE OF

NOT EXCEEDING \$25,000,000

SEWERAGE SERVICE REVENUE BOND, SERIES 2019

OF THE

CITY OF NEW ORLEANS, LOUISIANA

SEWERAGE AND WATER BOARD OF NEW ORLEANS

**THIRD SUPPLEMENTAL SEWERAGE SERVICE REVENUE BOND RESOLUTION
AUTHORIZING THE ISSUANCE OF**

SEWERAGE SERVICE REVENUE BOND, SERIES 2019

The following resolution was offered by _____ and seconded by _____:

A Third Supplemental Resolution authorizing the issuance of a Sewerage Service Revenue Bond, Series 2019, of the City of New Orleans, Louisiana, in the maximum principal amount of Twenty-Five Million Dollars (\$25,000,000) in accordance with the terms of the General Sewerage Service Revenue Bond Resolution; prescribing the form and certain terms and conditions of said Series 2019 Bond; and providing for other matters in connection therewith.

WHEREAS, the United States of America, pursuant to the Clean Water Act of 1972, as amended by the Water Quality Act of 1987, specifically Subchapter VI, Chapter 26 of Title 33 of the United States Code (the "Federal Act"), is authorized to make capitalization grants to states to be used for the purpose of establishing a water pollution control revolving fund for providing assistance (i) for construction of treatment works (as defined in Section 1292 of the Federal Act) which are publicly owned, (ii) for implementing a management program under Section 1329 of the Federal Act and (iii) for developing and implementing a conservation and management plan under Section 1330 of the Federal Act; and

WHEREAS, in order to be eligible to receive such capitalization grants, a state must establish a water pollution control revolving loan fund to be administered by an instrumentality of the state with such powers and limitations as may be required to operate such fund in accordance with the requirements and objectives of the Federal Act; and

WHEREAS, the State of Louisiana (the "State"), pursuant to Chapter 14, Subchapter II of Title 30 of the Louisiana Revised Statutes of 1950, as amended, specifically La. R.S. 30:2301, et seq. (the "State Act"), has established a Clean Water State Revolving Fund (the "State Revolving Fund") in the custody of the Louisiana Department of Environmental Quality (the "Department") to be used for the purpose of providing financial assistance for the improvement of wastewater treatment facilities in the State, as more fully described in Section 2302 of the State Act, and has authorized the Department to administer the State Revolving Fund in accordance with applicable federal and state law; and

WHEREAS, on May 21, 2014, the Sewerage and Water Board of New Orleans (the "Board") adopted a General Sewerage Service Revenue Bond Resolution entitled "A resolution authorizing the issuance from time to time of Sewerage Service Revenue Bonds of the City of New Orleans, Louisiana, providing for the general terms, form, manner of payment and security

for payment of said bonds, providing for the issuance of a series of Sewerage Service Revenue and Refunding Bonds, and providing for other matters in connection therewith" (the "General Bond Resolution"), in which the Board authorized the issuance from time to time of Sewerage Service Revenue Bonds under the Act and other constitutional and statutory authority; and

WHEREAS, pursuant to the provisions of the General Bond Resolution and the First Supplemental Sewerage Service Revenue Bond Resolution adopted by the Board on May 21, 2014 (the "First Supplemental Resolution"), the Board authorized the issuance of the City of New Orleans, Louisiana Sewerage Service Revenue and Refunding Bonds, Series 2014 (the "Series 2014 Bonds"), further authorized the reissuance of the Sewerage Service Revenue Bonds, Series 2011 (the "Series 2011 Bonds") as Common Debt Service Reserve Secured Bonds on a parity with the Series 2014 Bonds, and set forth certain details in connection with the issuance of the Series 2014 Bonds; and

WHEREAS, pursuant to the provisions of the General Bond Resolution and the Second Supplemental Sewerage Service Revenue Bond Resolution adopted by the Board on October 21, 2015 (the "Second Supplemental Resolution"), the Board authorized the issuance of the City of New Orleans, Louisiana Sewerage Service Revenue Bonds, Series 2015 (the "Series 2015 Bonds") as Common Debt Service Reserve Secured Bonds on a parity with the Series 2011 Bonds and the Series 2014 Bonds, and set forth certain details in connection with the issuance of the Series 2015 Bonds; and

WHEREAS, capitalized terms used herein and not specifically defined herein shall have the meanings assigned to them in the General Bond Resolution as supplemented to date; and

WHEREAS, the Board, acting in the name of the City of New Orleans, Louisiana (the "City"), has made application to the Department for a loan from the State Revolving Fund for the purpose of paying Costs of Capital Improvements; and

WHEREAS, it is now the desire of this Board to authorize the issuance of the City's Sewerage Service Revenue Bond, Series 2019 (the "Series 2019 Bond") in the maximum principal amount of Twenty-Five Million Dollars (\$25,000,000), for the purposes of paying Costs of Capital Improvements approved by the Department (the "Project") and paying costs incurred in connection therewith; and

WHEREAS, in accordance with Section 1383(g) of the Federal Act, the Department has established a priority list under Section 1296 of the Federal Act, and the Project is on such list; and

WHEREAS, the Department has approved the Board's application for a loan from the State Revolving Fund to finance the Project; and

WHEREAS, in accordance with the Act and Section 4.03 of the General Bond Resolution, the Board now desires to adopt this Third Supplemental Resolution in order to provide for the issuance of the Series 2019 Bond as a series of Additional Bonds to pay the Cost of Capital Improvements; prescribing the form and certain terms and conditions of said Series 2019 Bond; and providing for other matters in connection therewith;

NOW, THEREFORE, BE IT RESOLVED by the Sewerage and Water Board of New Orleans, that:

ARTICLE I

DEFINITIONS AND FINDINGS

SECTION 1.01 **Definitions.** In this Third Supplemental Resolution all capitalized terms shall have the meanings assigned thereto in the above preambles, in this Section 1.01 and in the General Bond Resolution:

"Administrative Fee" means the annual fee equal to one-half of one percent (0.5%) *per annum* of the outstanding principal amount of the Series 2019 Bond, or such lesser amount as the Department may approve from time to time, which shall be payable each year in two equal semi-annual installments on each Interest Payment Date and calculated in the same manner as interest is calculated on the Series 2019 Bond.

"Completion Date" means the earlier of (i) the date of the final disbursement of the purchase price of the Series 2019 Bond to the Board, or (ii) the date the operation of the Project is initiated or capable of being initiated, as certified by an Authorized Officer in accordance with the Loan Agreement.

"Delivery Date" means the date on which the Series 2019 Bond is delivered to the Department and the first installment of the purchase price therefor is paid by the Department.

"Department" means the Louisiana Department of Environmental Quality, an executive department and agency of the State, and any successor to the duties and functions thereof.

"Federal Act" means the Clean Water Act of 1972, as amended by the Water Quality Act of 1987, specifically Subchapter VI, Chapter 26 of Title 33 of the United States Code, and other statutory and regulatory authority amendatory or supplemental thereto.

"Interest Payment Date" means each June 1 and December 1 of each year on which interest on the Series 2019 Bond is payable, the first of which shall occur after the delivery of the Series 2019 Bond to the Department and which shall occur semi-annually thereafter until the Series 2019 Bond is paid in full.

"Loan Agreement" means the Loan and Pledge Agreement to be entered into by and between the Department and the City prior to the delivery of the Series 2019 Bond which will contain certain additional agreements relating to the Series 2019 Bond and the Project, which Loan Agreement shall be in substantially the form attached as **Exhibit B** to this Third Supplemental Resolution.

"Outstanding Parity Bonds" shall mean the City's outstanding (i) Sewerage Service Revenue Bonds, Series 2011, (ii) Sewerage Service Revenue and Refunding Bonds, Series 2014, and (iii) Sewer Service Revenue Bonds, Series 2015.

"Paying Agent" with respect to the Series 2019 Bond means the Secretary of the Board of Liquidation, City Debt, who shall also serve as registrar with respect to the Series 2019 Bond, or any successor Paying Agent which shall have assumed such responsibilities pursuant to the General Bond Resolution.

"Principal Payment Date" means June 1 of each year in which principal of the Series 2019 Bond is due, with the first payment date to be not later than one year after the completion of the Project and the final payment date to fall nineteen years from the first principal payment date thereafter for a total of twenty (20) consecutive annual payment dates, provided that in no event shall the final maturity of the Series 2019 Bond be more than twenty-two (22) years from the Delivery Date.

"Project" means the Capital Improvements being financed with the proceeds of the Series 2019 Bond, consisting of those Capital Improvements authorized by the Department.

"State" means the State of Louisiana.

"State Loan Fund" means the Clean Water State Revolving Fund established by the State pursuant to Subtitle II, Chapter 14 of Title 30 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 30:2301, *et seq.*) in the custody of the Department, which is to be used for the purpose of providing financial assistance for the improvement of wastewater treatment facilities in the State, as more fully described in La. R.S. 30:2302.

"Series 2019 Bond" shall mean the City's Sewerage Service Revenue Bond, Series 2019, authorized to be issued by this Third Supplemental Resolution in an amount not to exceed Twenty-Five Million Dollars (\$25,000,000).

"Series 2019 Bond Debt Service Reserve Requirement" shall mean an amount equal to one-half (½) of the highest Annual Debt Service due on the Series 2019 Bond in any succeeding Fiscal Year, which shall include any Administrative Fee due on the Series 2019 Bond.

"Third Supplemental Resolution" shall mean this resolution of the Board, authorizing the issuance of the Series 2019 Bond.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF SERIES 2019 BOND

SECTION 2.01 Authorization.

(a) In compliance with and under the authority of the Act and the General Bond Resolution, and subject to the approval of the Louisiana State Bond Commission, there is hereby authorized the incurring of an indebtedness and issuance of revenue bonds in an aggregate principal amount of not exceeding Twenty-Five Million Dollars (\$25,000,000) for, on behalf of and in the name of the City, for the purpose of paying the Costs of the Project and paying Costs of Issuance of the Series 2019 Bond. The aforesaid indebtedness shall be represented by the Series 2019 Bond to be designated "City of New Orleans, Louisiana, Sewerage Service Revenue

Bond, Series 2019" (the "Series 2019 Bond"). The Series 2019 Bond is Senior Debt under the General Bond Resolution.

(b) The Series 2019 Bond shall be a fixed rate bond, payable as to interest and Administrative Fee on each Interest Payment Date. The Series 2019 Bond shall bear interest at a rate of forty-five hundredths of one percent (0.45%) per annum, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months and payable on each Interest Payment Date, or such lower rate as may be in effect for loans from the State Loan Fund or offered by the Department to the Board at the Delivery Date. In addition to interest at the rate set forth above, at any time that the Department owns the Series 2019 Bond, the Board will pay the Administrative Fee to the Department on each Interest Payment Date. In the event (i) the Department owns any Series 2019 Bond or the Department has pledged or assigned any Series 2019 Bond in connection with the State Loan Fund and (ii) the Administrative Fee payable by the Board to the Department under the terms of the Loan Agreement is declared illegal or unenforceable by a court or an administrative body of competent jurisdiction, the interest rate borne by the Series 2019 Bond shall be increased by one-half of one percent (0.50%) per annum, effective as of the date declared to be the date from which the Administrative Fee is no longer owed because of such illegality or unenforceability.

(c) The Series 2019 Bond shall be issued as a Separate Series Debt Service Reserve Secured Bond.

(d) The Series 2019 Bond, equally with the Outstanding Parity Bonds, is equally and ratably secured by the Pledge of Net Revenues, as set forth in Section 4.02 of the General Bond Resolution.

(e) The Series 2019 Bond shall be initially issued in the form of a single fully registered bond numbered R-1, shall be dated the date of delivery thereof and shall be in substantially the form attached hereto as **Exhibit A**.

(f) The Series 2019 Bond shall mature in twenty (20) installments of principal, payable annually on each June 1 as set forth below (each of which shall be a Principal Payment Date), and each annual installment shall be the applicable percentage shown in the following table, rounded to the nearest One Thousand Dollars (\$1,000), of the outstanding principal amount of the Series 2019 Bond on the day before the applicable Principal Payment Date:

<u>Date (June 1)</u>	<u>Percentage of Principal</u>	<u>Date (June 1)</u>	<u>Percentage of Principal</u>
2021	4.564%	2031	9.580%
2022	4.827	2032	10.696
2023	5.120	2033	12.090
2024	5.448	2034	13.884
2025	5.817	2035	16.275
2026	6.235	2036	19.624
2027	6.712	2037	24.647
2028	7.264	2038	33.019
2029	7.907	2039	49.764
2030	8.667	2040	100.000

In the event that the Completion Date of the Project is on or after June 1, 2021, the principal payment schedule set forth above may be adjusted so that each payment shall be due on June 1 of the year that is one year later than shown above, provided that in no event shall the final principal payment be more than twenty-two (22) years from the Delivery Date. To exercise the option to defer the principal repayment schedule, the Board must so notify the Department in writing prior to December 1, 2020, and certify that the Completion Date will not have occurred prior to June 1, 2021.

(g) The principal, interest and Administrative Fee on the Series 2019 Bond shall be payable by check mailed to the registered Owner of the Series 2019 Bond (determined as of the Interest Payment Date) at the address shown on the registration books kept by the Paying Agent for such purpose, provided that payment of the final installment of principal on the Series 2019 Bond shall be made only upon presentation and surrender of the Series 2019 Bond to the Paying Agent.

SECTION 2.02 **Loan Agreement and Commitment Agreement.** The Board recognizes that the Series 2019 Bond will be sold to the Department pursuant to its State Revolving Fund. In connection with this sale, the Board, the City, the Board of Liquidation and the Department will enter into the Loan Agreement presented by the Department to the City and the Board pertaining to the Series 2019 Bond and the Project, which Loan Agreement shall be substantially in the form attached as **Exhibit B** hereto. The Authorized Officers are hereby authorized to execute such Loan Agreement on behalf of and under the seal of the Board in substantially the form attached as **Exhibit B** hereto with such changes, additions and deletions as shall in the sole opinion of the Authorized Officers, upon advice of Bond Counsel and counsel to the Board, be deemed, the form and contents of which Loan Agreement are hereby approved by this Board. Prior to the delivery of the Series 2019 Bond and acting upon advice of Bond Counsel, the Board will enter into the Loan Agreement with such changes, additions and deletions as may be deemed appropriate by the Executive Director upon advice of Bond Counsel and counsel to the Board, and the Executive Director of the Board and President Pro-Tem of the Board are directed to execute such Loan Agreement on behalf of the Board. So long as the Department owns any portion of the Series 2019 Bond, then to the extent that any provision of this resolution is inconsistent with or contrary to any provision of the Loan Agreement, the applicable provision of

the Loan Agreement shall control. As shall be provided in the Loan Agreement, the Board shall comply with certain provisions of the Loan Agreement, as specified therein, regardless of whether or not the Department is the Owner and regardless of any prepayment or defeasance of the Series 2019 Bond prior to its final stated maturity.

With the advice of Bond Counsel and Counsel to the Board, the Executive Director and/or the President Pro-Tem are further authorized and directed to execute on behalf of the Board a Commitment Agreement by and among the Department, the Board, the City and the Board of Liquidation, which the Department may require as a prerequisite to the execution of the Loan Agreement, said Commitment Agreement to be substantially in the form of the Commitment Agreement on file with the Executive Director.

SECTION 2.03 **Form of Series 2019 Bond.** The Series 2019 Bond shall be substantially in the form attached hereto as **Exhibit A.**

ARTICLE III

REDEMPTION FEATURES OF SERIES 2019 BOND

SECTION 3.01 **Optional Redemption.** The principal of the Series 2019 Bond is subject to prepayment at the option of the Board at any time, in whole or in part, at a prepayment price of par plus accrued interest and accrued Administrative Fee, if any, to the prepayment date, and in such case the remaining principal of the Series 2019 Bond, if any, shall continue to mature in installments calculated using the percentages shown in Section 2.01(f) above.

Official notice of such call of the Series 2019 Bond for prepayment shall be given by means of first class mail, postage prepaid, by notice deposited in the United States Mail not less than twenty (20) days prior to the prepayment date addressed to the Owner of such Series 2019 Bond to be prepaid at his address as shown on the registration books of the Paying Agent, which notice may be waived by any such Owner.

SECTION 3.02 **Assignment, Transfer or Sale by the Department.** The Board hereby approves and consents to any assignment, transfer or sale of the Loan Agreement and/or the Series 2019 Bond by the Department including but not limited to any such assignment or transfer in connection with the issuance by or on behalf of the Department of bonds, notes or other debt obligations. The Board hereby further approves and consents to any assignment or pledge by the Department of payments due from the Board pursuant to this Loan Agreement and the Series 2019 Bond as security or partial security for the payment of principal and interest on such bonds, notes or other debt obligations issued by or on behalf of the Department. The Board agrees to cooperate with the Department in accomplishing any such assignment, including execution of any additional certificates or documents as may be reasonably required by the Department.

SECTION 3.03 **Assignment, Transfer or Sale by the Board.** While the Series 2019 Bond is outstanding, neither the Loan Agreement nor the Project may be assigned, transferred or sold by the Board for any reason, unless the following conditions shall be satisfied:

- (a) the Department shall have approved said assignment, transfer or sale in writing;

(b) the assignee or transferee shall be a governmental unit within the meaning of Section 141(c) of the Code, unless the Department shall have received the opinion described in (d) below notwithstanding the fact that the assignee or transferee is not a governmental unit, and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Board's duties, covenants, agreements and obligations under this Loan Agreement;

(c) immediately after such assignment, transfer or sale, the assignee or transferee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Board hereunder or under the General Bond Resolution, as amended or supplemented;

(d) if applicable, the Department shall have received an opinion of its bond counsel to the effect that such assignment, transfer or sale will not or would not adversely affect the exclusion of interest on the Series 2019 Bond from gross income for federal income tax purposes under the Code;

(e) if applicable, the Department shall have received an opinion of its bond counsel to the effect that such assignment, transfer or sale will not adversely affect the exclusion of interest on any bonds, notes, or other debt obligations issued by or on behalf of the Department from gross income for federal income tax purposes under the Code or affect the ability of the Department to repay or cause to be repaid any such bonds, notes or other debt obligations; and

(f) the Department shall receive an opinion of its counsel to the effect that such assignment, transfer or sale will not violate the provisions of any agreement entered into by the Department with, or condition of any grant received by the Department from, the United States of America relating to any capitalization grant received by the Department or the State under the Federal Act or the regulations thereunder.

No assignment, transfer or sale shall relieve the Board from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Board shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE IV

APPLICATION OF PROCEEDS OF THE SERIES 2019 BOND; CREATION OF SERIES DEBT SERVICE RESERVE ACCOUNT

SECTION 4.01 **Construction Fund**. The Board shall cause the Board of Liquidation to deposit and set aside all of the proceeds of the Series 2019 Bond, which shall be paid in installments by the Department in the manner set forth in the Loan Agreement, in the Construction Fund. The funds in the Construction Fund shall be used solely for the purpose of paying Costs of the Project and Costs of Issuance in the manner set forth in the Loan Agreement and pursuant to Article VI of the General Bond Resolution.

SECTION 4.02 **Reserve Account**. There is hereby established and shall be maintained with the Board of Liquidation the Series 2019 Bond Debt Service Reserve Account (the "Series

2019 Bond Reserve Account") in the Reserve Fund. The Series 2019 Bond Reserve Account shall be the Series Debt Service Reserve Account for the Series 2019 Bond. The Board shall make monthly deposits into the Series 2019 Bond Reserve Account in the priority established pursuant to Section 7.04 of the General Bond Resolution such that an amount equal to the 2019 Bond Debt Service Reserve Requirement is on deposit in the Series 2019 Bond Reserve Account within a period not exceeding five (5) years from the Delivery Date of the Series 2019 Bond, and thereafter there shall be maintained in the Series 2019 Bond Reserve Account an amount equal to the Series 2019 Bond Debt Service Reserve Requirement. The Series 2019 Bond Reserve Account shall be maintained for the benefit of the Owners of the Series 2019 Bond as set forth in Section 7.06 of the General Bond Resolution. The Series 2019 Bond is not a Common Debt Service Reserve Secured Bond; any Owner of the Series 2019 Bond is entitled solely to benefit from the Series 2019 Bond Reserve Account.

ARTICLE V

SALE OF SERIES 2019 BOND

SECTION 5.01 **Sale of Series 2019 Bond.** The Series 2019 Bond is awarded to and sold to the Department at a price of par under the terms and conditions set forth in the Loan Agreement, and after their execution the Series 2019 Bond shall be delivered to the Department or its agents or assigns, upon receipt by the Board of the agreed first advance of the purchase price of the Series 2019 Bond. The Board has determined to sell the Series 2019 Bond at a private sale without necessity of publication of a notice of sale. It is understood that the purchase price of the Series 2019 Bond will be paid by the Department to the Board in installments, in the manner and under the terms and conditions set forth in the Loan Agreement.

SECTION 5.02 **Authorized Officers.** The Executive Director and the President and the President Pro-Tem of the Board, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the General Bond Resolution.

ARTICLE VI

EXECUTION AND DELIVERY OF SERIES 2019 BOND

SECTION 6.01 **Execution/Delivery.** The President of this Board is hereby authorized and the Mayor of the City and the President and Secretary of the Board of Liquidation are requested to sign in their official capacities and deliver the Series 2019 Bond in the form set forth in Exhibit A hereto, including any changes, additions and deletions thereto approved by bond counsel, in definitive form, as printed bonds, and to execute and deliver any and all additional proofs, instruments and certificates required by or provided for in the General Bond Resolution, this Third Supplemental Resolution, or the Series 2019 Bond, and perform such other acts as may otherwise be required to effectuate the financing herein provided for. The signatures authorized hereinabove as so executed shall be deemed conclusive evidence of the due exercise of the authority vested in such officers hereunder, and shall be sufficient to create binding obligations of the Board.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.01 **Davis-Bacon Wage Rate Requirements.** The Board agrees that all laborers and mechanics employed by contractors and subcontractors on the portion of the Project that is funded in whole or in part with proceeds of the Series 2019 Bond shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality of the Board as determined by the Secretary of the United States Department of Labor ("DOL") in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code, and as further described in Section 6.04 of the Loan Agreement.

SECTION 7.02 **Use of American Iron and Steel Products.** In order to comply with Title IV, Division G of the Consolidated Appropriations Act, 2018 (Public Law 115-141) the Board agrees that all of the iron and steel, products used in the portion of the Project that is funded in whole or in part with the Series 2019 Bond shall be produced in the United States, subject to the conditions set forth in the Loan Agreement.

SECTION 7.03 **Parties Interested Herein.** Nothing in this Third Supplemental Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Board and the Owners of the Series 2019 Bond any right, remedy or claim under or by reason of this Third Supplemental Resolution or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in this Third Supplemental Resolution contained by and on behalf of the Board shall be for the sole and exclusive benefit of the Board and the Owners of the Series 2019 Bond.

SECTION 7.04 **Effect of Partial Invalidity.** In case any one or more of the provisions of the General Bond Resolution or this Third Supplemental Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect other provisions of the General Bond Resolution or this Third Supplemental Resolution, but the General Bond Resolution and this Third Supplemental Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

SECTION 7.05 **Effect of Covenants.** All covenants, stipulations, obligations and agreements of the Board contained in this Third Supplemental Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Board to the full extent permitted by the Constitution and laws of the State of Louisiana.

SECTION 7.06 **Disclosure Under S.E.C. Rule 15c2-12.** The Board hereby acknowledges and agrees that even though the Series 2019 Bond is initially exempt from the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule") pursuant to section (d)(1) and/or other exemptions to the Rule, in the event the Department should transfer the Series 2019 Bond or the Series 2019 Bond become a source of repayment of "municipal securities" sold through a "primary offering" (as both terms are defined and used in the Rule), it is possible that the Board could constitute an "obligated person" as defined and used in the Rule. In that case, the Board agrees to comply with the

continuing disclosure requirements of the Rule upon notification by the Department of the Board's obligation to do so.

SECTION 7.07 **Reserved.**

SECTION 7.08 **Section Headings.** The headings of the various Sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 7.09 **Conflicts.** All resolutions and orders or parts thereof in conflict herewith as they are applicable to the Series 2019 Bond, to the extent of such conflict and only with respect to their applicability to the Series 2019 Bond, shall be superseded by the applicable provisions of this Third Supplemental Resolution.

SECTION 7.10 **Publication.** A copy of this Third Supplemental Resolution shall be published as soon as practicable after its adoption in one issue of the official journal of the City, and it shall not be necessary to publish the exhibits hereto if the exhibits are made available for public inspection at reasonable times and that fact is stated in the publication. For a period of thirty (30) days from the date of publication, any person in interest may contest the legality of this Third Supplemental Resolution and of any provision hereof made for the security and payment of the Series 2019 Bond. After the expiration of said thirty (30) days, no one shall have any cause or right of action to test the regularity, formality, legality or effectiveness of this Third Supplemental Resolution and the provisions hereof or of the Series 2019 Bond for any cause whatsoever. If no suit, action, or proceeding is begun contesting the validity of the Series 2019 Bond within the thirty days, the authority to issue the bonds and to provide for the payment thereof, and the legality thereof and of all of this Third Supplemental Resolution shall be conclusively presumed, and no court shall thereafter have authority to inquire into such matters.

SECTION 7.11 **Maintenance of Funds and Accounts.** The Board acknowledges that it will maintain with the fiscal agent banks and under the custody of the Board of Liquidation so long as the Series 2019 Bond is outstanding the Funds and Accounts provided for in Section 7.03 of the General Bond Resolution.

SECTION 7.12 **Cooperation with Department.** At any time the Department owns any of the Series 2019 Bond, the Board will cooperate with the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Board and the Department under the Loan Agreement.

SECTION 7.13 **Implementation of Rate Increases.** The Board acknowledges and agrees that the Series 2019 Bond is being issued in anticipation of and in reliance on rate increases approved by the Board, the Board of Liquidation and the City Council of the City through the year 2020, and timely implementation of such rate increases as heretofore adopted constitutes a contract with the Owners.

SECTION 7.14 **Effective Date.** This Third Supplemental Resolution shall become effective immediately.

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

<u>Member</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstaining</u>
Jay H. Banks				
Robin Barnes				
Tamika Duplessis, Ph. D				
Alejandra Guzman				
Janet Howard				
Ralph Johnson				
Joseph Peychaud				
VACANCY				
Lynes R. "Poco" Sloss				
Maurice G. Sholas				

And the resolution was declared adopted on this ____ day of August, 2019.

EXHIBIT A
TO THIRD SUPPLEMENTAL RESOLUTION

FORM OF BOND

INTEREST ON THIS BOND WILL BE INCLUDED IN GROSS INCOME
FOR FEDERAL INCOME TAX PURPOSES AND IS NOT
EXEMPT FROM FEDERAL INCOME TAXATION.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS

CITY OF NEW ORLEANS, LOUISIANA
SEWERAGE SERVICE REVENUE BOND, SERIES 2019

<u>Bond Number</u>	<u>Bond Date</u>	<u>Interest Rate</u>	<u>Principal Amount</u>
R-1	_____, 2019	0.45%	\$25,000,000

The **CITY OF NEW ORLEANS, LOUISIANA** (the "City"), for value received, promises to pay, but only from the sources and as hereinafter provided, to

REGISTERED OWNER: Department of Environmental Quality
 Office of Management & Finance
 ATTN: Cash Management
 P. O. Box 4303
 Baton Rouge, LA 70821-4303

or registered assigns noted on the registration record attached hereto, the Principal Amount set forth above (unless a lower Principal Amount applies, as set forth below), together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, unless this Bond shall have been previously called for prepayment and payment shall have been duly made or provided for.

This Bond shall bear interest, payable semi-annually on June 1 and December 1 of each year, commencing [December 1, 2019] (each an "Interest Payment Date"), at the Interest Rate set forth above, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on this Bond on any Interest Payment Date shall be payable only on the aggregate outstanding amount of the purchase price which shall have been paid theretofore, as noted on Schedule A hereto, and shall accrue with respect to each purchase price installment only from the date of payment of such installment.

If the Department is the registered owner of this Bond, the City will additionally pay an Administrative Fee to the Department at the annual rate of one-half of one percent (0.50%) on the outstanding principal amount of the Bond, payable on each Interest Payment Date. In the event (i) the Department owns this Bond or the Department has pledged or assigned this Bond in connection with its Drinking Water Revolving Loan Fund Program and (ii) the Administrative Fee payable to the Department is declared illegal or unenforceable by a court or an administrative body of competent jurisdiction, then the "Annual Interest Rate" shown in the foregoing table and borne by this Bond shall be increased by one-half of one percent (0.5%) per annum, effective as of the date declared to be the date from which the Administrative Fee is no longer owed because of such illegality or unenforceability.

This Bond represents the entire issue of bonds designated as the "Sewerage Service Revenue Bond, Series 2019" of the City in a principal sum of not exceeding Twenty-Five Million Dollars (\$25,000,000), said Bond having been issued in the name of the City, acting by and through the Sewerage and Water Board of New Orleans (the "Board"), for the purpose of paying Costs of the Project and Costs of Issuance associated therewith, all as defined in the hereinafter described General Bond Resolution and Third Supplemental Resolution.

This Bond has been issued pursuant to the General Sewerage Service Revenue Bond Resolution (the "General Bond Resolution") adopted on May 21, 2014, as supplemented by the Third Supplemental Bond Resolution adopted by the Board on _____, 2019, and by a resolution adopted by the Board of Liquidation, City Debt (the "Board of Liquidation") on _____, 2019 (the General Bond Resolution together with all supplements thereto, collectively, the "Resolution"), under the authority conferred by Section 4121 of Title 33 of the Louisiana Revised Statutes of 1950, as amended and other constitutional and statutory authority, including R.S. 30:2301 *et seq.* (collectively, the "Act"). Capitalized terms used herein and not specifically defined herein shall have the meaning assigned to them in the Resolution.

The principal installments of the Series 2019 Bond are subject to prepayment at the option of the Board at any time, in whole or in part, at a prepayment price of par plus accrued interest and accrued Administrative Fee, if any, to the prepayment date, and in such case the remaining principal of the Series 2019 Bond, if any, shall continue to mature in installments calculated using the percentages shown below.

Official notice of such call of the Series 2019 Bond for prepayment shall be given by means of first class mail, postage prepaid, by notice deposited in the United States Mail not less than twenty (20) days prior to the prepayment date addressed to the registered owner of such Series 2019 Bond to be prepaid at his address as shown on the registration books of the Paying Agent, which notice may be waived by any registered owner.

This Bond shall mature in twenty (20) installments of principal, payable annually on each June 1, and each annual installment shall be the applicable percentage shown in the following table, rounded to the nearest One Thousand Dollars (\$1,000), of the outstanding principal amount of this Bond on the day before the applicable Principal Payment Date:

<u>Date (June 1)</u>	<u>Percentage of Principal</u>	<u>Date (June 1)</u>	<u>Percentage of Principal</u>
2021	4.564%	2031	9.580%
2022	4.827	2032	10.696
2023	5.120	2033	12.090
2024	5.448	2034	13.884
2025	5.817	2035	16.275
2026	6.235	2036	19.624
2027	6.712	2037	24.647
2028	7.264	2038	33.019
2029	7.907	2039	49.764
2030	8.667	2040	100.000

In the event that the Completion Date of the Project is on or after June 1, 2021, the principal payment schedule set forth above may be adjusted so that each payment shall be due on June 1 of the year that is one year later than shown above, provided that in no event shall the final principal payment be more than twenty-two (22) years from the Bond Date set forth above. To exercise the option to defer the principal repayment schedule, the City must so notify the Department in writing prior to December 1, 2020, and certify that the Completion Date will not have occurred prior to June 1, 2021.

The principal and interest on this Bond shall be payable by check mailed to the registered owner of this Bond (determined as of the Interest Payment Date) at the address shown on the registration books kept by the Secretary of the Board of Liquidation, City Debt, as initial Paying Agent/Registrar for this Bond (the "Paying Agent") for such purpose, provided that payment of the final installment of principal on this Bond shall be made only upon presentation and surrender of this Bond to the Paying Agent.

This Bond is payable as to both principal and interest solely from the Net Revenues and other funds of the Board pledged for that purpose by the Resolution. Subject to the foregoing, this Bond is issued on a complete parity with the Issuer's outstanding (i) Sewerage Service Revenue Bonds, Series 2011, (ii) Sewerage Service Revenue and Refunding Bonds, Series 2014, and (iii) Sewer Service Revenue Bonds, Series 2015 (collectively, the "Outstanding Parity Bonds"), with respect to the revenues derived from sewerage service charges and other funds pledged by the Resolution for the payment and security of the Bond and the Outstanding Parity Bonds. This Bond is not a Common Debt Service Reserve Secured Bond; any holder hereof is entitled to benefit solely from the Series 2019 Bond Reserve Account.

Pursuant to the Act, the Board, as now organized and created and with the powers, duties and functions prescribed by existing laws, shall be continued while any bonds authorized by the aforesaid provisions of law are outstanding and unpaid; and all sewer revenues which may be collected for the payment of this Bond shall, be paid over to said Board, and shall by it be applied in payment of the principal of and interest on this Bond; and said Board, with respect to all bonds authorized, be entitled to exercise all the rights and enforce the performance of all the obligations, the same as it is authorized to do under existing laws with respect to any of the registered outstanding bonds of the Board. This Bond constitutes a contract between the City, the Board, the Board of Liquidation, and the registered owner hereof.

For a more complete statement of the source of moneys from which and conditions under which this Bond is payable, a statement of the conditions under which additional bonds may hereafter be issued (on a parity or subordinate basis), and the general covenants and provisions pursuant to which this Bond is issued, and the conditions under which the pledges and covenants of the City, and the Board may be discharged and this Bond no longer be deemed outstanding, reference is hereby made to the Resolution. This Bond does not constitute a debt of the City, but is payable as to principal and interest, solely out of Net Revenues of the Board pledged for that purpose.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of registration hereon shall have been signed by the Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Louisiana to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in regular and due time form and manner as prescribed by law, and the amount of this Bond, together with all other obligations or indebtedness of the City and the Board, does not exceed any constitutional, statutory or other limitation of indebtedness.

IN WITNESS WHEREOF, the City of New Orleans, Louisiana has caused this Bond to be executed in its name by the facsimile signatures of its Mayor, the President of the Sewerage and Water Board of New Orleans, and the President and Secretary of the Board of Liquidation, City Debt, and a facsimile of its corporate seal to be imprinted hereon.

CITY OF NEW ORLEANS, LOUISIANA

By: _____	By: _____
President,	Mayor,
Board of Liquidation, City Debt	City of New Orleans, Louisiana

By: _____	By: _____
Secretary,	President,
Board of Liquidation, City Debt	Sewerage and Water Board of New Orleans

[CITY SEAL]

<p align="center">REGISTRATION RECORD</p> <p align="center">SEWERAGE SERVICE REVENUE BOND</p> <p align="center">SERIES 2019</p> <p align="center">CITY OF NEW ORLEANS, LOUISIANA</p>		
Name and Address Of Registered Owner	Date of Registration	Signature of Paying Agent
Department of Environmental Quality Office of Management & Finance ATTN: Cash Management P. O. Box 4303 Baton Rouge, LA 70821-4303	_____, 20__	

<p align="center">SCHEDULE OF PREPAYMENTS</p> <p align="center">SEWERAGE SERVICE REVENUE BOND</p> <p align="center">SERIES 2019</p> <p align="center">CITY OF NEW ORLEANS, LOUISIANA</p>		
Prepayment Date	Prepayment Amount	Remaining Balance Due

**SCHEDULE A
SCHEDULE OF PURCHASE PRICE PAYMENTS**

**SEWERAGE SERVICE REVENUE BOND
SERIES 2019
CITY OF NEW ORLEANS, LOUISIANA**

No.	Date of Payment	Amount of Payment	Pursuant to Requisition No.	Cumulative Outstanding Principal Amount
1		\$		\$
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				

CLEAN WATER
STATE REVOLVING FUND
LOAN AND PLEDGE AGREEMENT

dated as of October 1, 2019

by and between

Louisiana Department of Environmental Quality

and the

City of New Orleans, Louisiana

relating to the issuance of:

not exceeding \$25,000,000
Sewerage Service Revenue Bond, Series 2019
of the
City of New Orleans, Louisiana

Loan No. CS221091-02

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LOAN AND PLEDGE AGREEMENT

This **LOAN AND PLEDGE AGREEMENT**, which shall be dated for convenience as of October 1, 2019, by and between:

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (the "Department"), an executive department and agency of the State of Louisiana, whose mailing address is P.O. Box 4303, Baton Rouge, La. 70821-4303, attn: Clean Water State Revolving Fund, appearing herein through Karyn Andrews, Undersecretary, duly authorized hereunto pursuant to an executive order of the Secretary of the Department dated February 26, 2016, and

CITY OF NEW ORLEANS, LOUISIANA (the "City"), a political subdivision of the State of Louisiana, appearing herein though (i) LaToya Cantrell, in her capacity as Mayor of the City and President of the Sewerage and Water Board of New Orleans ("S&WB"), (ii) Ghassan Khorban, the Executive Director of the S&WB, and (iii) Mary K. Zervigon and David W. Gernhauser, the President and Secretary, respectively, of the Board of Liquidation, City Debt ("BLCD"), all duly authorized hereunto;

WITNESSETH:

WHEREAS, the United States of America, pursuant to the Clean Water Act of 1972, as amended by the Water Quality Act of 1987, specifically Subchapter VI, Chapter 26 of Title 33 of the United States Code (the "Federal Act"), is authorized to make capitalization grants to states to be used for the purpose of establishing a water pollution control revolving fund for providing assistance (i) for construction of treatment works (as defined in Section 1292 of the Federal Act) which are publicly owned, (ii) for implementing a management program under Section 1329 of the Federal Act and (iii) for developing and implementing a conservation and management plan under Section 1330 of the Federal Act; and

WHEREAS, in order to be eligible to receive such capitalization grants, a state must first establish a water pollution control revolving loan fund to be administered by an instrumentality of the state with such powers and limitations as may be required to operate such fund in accordance with the requirements and objectives of the Federal Act; and

WHEREAS, the State of Louisiana (the "State"), pursuant to Subtitle II, Chapter 14 of Title 30 of the Louisiana Revised Statutes of 1950, as amended, specifically La. R.S. 30:2301, *et seq.* (the "State Act"), has established a Clean Water State Revolving Fund in the custody of the Department (the "State Revolving Fund") to be used for the purpose of providing financial assistance for the improvement of wastewater treatment facilities in the State, as more fully described in Section 2302 of the State Act, and has authorized the Department to administer the State Revolving Fund in accordance with applicable federal and state law; and

WHEREAS, the City, by and through the S&WB, has made application to the Department for a loan from the State Revolving Fund to finance a portion of the costs of constructing and acquiring improvements, extensions and replacements to its sewerage system, as are generally described in Exhibit A hereto (the "Project"); and

WHEREAS, the Department has approved the City's application for a loan from the State Revolving Fund to finance the costs of the Project; and

WHEREAS, in accordance with Section 1383(g) of the Federal Act, the Department has established a priority list under Section 1296 of Title 33 of the United States Code, and the Project is on such list; and

WHEREAS, the City has authorized the incurring of debt and the issuance of its Sewerage Service Revenue Bond, Series 2019 in an amount not to exceed \$25,000,000 (the "Bond"), in order to finance costs of the Project, which Bond is proposed to be purchased by the Department using available moneys in the State Revolving Fund;

NOW, THEREFORE, the Department, the City, the S&WB and the BLCD each agree to perform their respective obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and in the exhibits attached hereto and made a part hereof as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ARTICLE III

DEFINITIONS AND INTERPRETATION

SECTION 3.01. Definitions. The following terms used in this Loan Agreement shall have the following meanings, unless the context clearly requires otherwise:

"Administrative Fee" means the annual fee equal to one-half of one percent (0.50%) *per annum* of the outstanding principal amount of the Bond, or such lesser amount as the Department may approve from time to time, which shall be payable semi-annually on each Interest Payment Date.

"Authorized Officer" means the officer or officers of the City, the BLCD and the S&WB who have executed this Loan Agreement, or their successors in office, or such other person or persons authorized pursuant to a resolution or ordinance of the City, the BLCD or the S&WB, as the case may be, to act as an authorized officer to perform any act or execute any document relating to the Loan, the Bonds or this Loan Agreement.

"Authorizing Resolution" means the resolutions adopted (a) by the Board of Liquidation, City Debt, on August 20, 2019, (b) by the Sewerage and Water Board of New Orleans on May 21, 2014 and August 21, 2019, respectively, and (c) by the New Orleans City Council on August 22, 2019, authorizing the issuance of the Bonds and authorizing the sale of the Bonds to the Department, as they may be supplemented, modified or amended from time to time in accordance with their terms.

"BLCD" means the Board of Liquidation, City Debt, and its successors or assigns..

"Bond" means the City's Sewerage Service Revenue Bond, Series 2019, in an amount not to exceed Twenty-Five Million Dollars (\$25,000,000), which indebtedness is being issued by the City pursuant to the Authorizing Resolution for the purpose of paying Costs of the Project, sold to the Department and purchased by the Department from moneys in the State Revolving Fund.

"City" means the City of New Orleans, Louisiana, a political subdivision of the State of Louisiana, and its successors or assigns.

"Code" means the Internal Revenue Code of 1986, as the same may be amended and supplemented from time to time, including any regulations promulgated thereunder or any administrative or judicial interpretations thereof.

"Commitment Agreement" means Commitment Agreement entered into among the Department, the City, the BLCD and the S&WB in connection with the Loan, including the exhibits attached thereto, as it may be supplemented, modified or amended from time to time in accordance with the terms thereof.

"Completion Date" means the earlier of (i) the date of the final disbursement of the purchase price of the Bonds to the BLCD for disbursement to the S&WB, or (ii) the date that

operation of the Project is initiated or capable of being initiated, as certified by an Authorized Officer in accordance with Section 8.07.

"Construction Fund" means the "Sewer System Revenue Bond Account – Series 2019 Account" to be established in accordance with the Authorizing Resolution, into which each installment of the purchase price of the Bonds is to be deposited, and from which Costs of the Project will be disbursed by the BLCD to the S&WB.

"Costs of the Project" means, with reference to the Project, all capital costs incurred or to be incurred for the Project, including but not limited to (a) engineering, financing, legal and other fees and expenses related to the engineering and design of the Project and related to the issuance of the Bond, (b) acquisition and construction costs of the Project, (c) interest on the Bond during construction, if specifically approved by the Department, and (d) a reasonable allowance for contingencies, all to the extent permitted by the Federal Act, the State Act and any rules or regulations promulgated thereunder.

"Debt Service Fund" means the Debt Service Fund established or maintained in accordance with the BLCD pursuant to the Authorizing Resolution, into which the S&WB will periodically deposit funds for the payment of principal, Administrative Fee and interest on the Bonds, in the manner set forth in the Authorizing Resolution.

"Default" means an event or condition, the occurrence of which would constitute with the lapse of time or the giving of notice or both an Event of Default with respect to the Bond.

"Delivery Date" means the date on which the Bonds are delivered to the Department and the first installment of the purchase price therefor is paid by the Department to the BLCD for disbursement to the S&WB.

"Department" means the Louisiana Department of Environmental Quality, an executive department and agency of the State, and any successor to the duties and functions thereof.

"Engineer" means a consulting engineer or firm of consulting engineers registered and licensed by the Louisiana Professional Engineering and Land Surveying Board, or its successor in function, as a professional engineer and selected by the S&WB for the purpose of providing engineering services with respect to the Project. If the S&WB employs a qualified in-house engineer, then such personnel may be the Engineer hereunder with the approval of the Department.

"EPA" means the United States Environmental Protection Agency or any successor entity which may succeed to the administration of the programs established by the Federal Act.

"Event of Default" means any occurrence or event specified in Section 12.01.

"Federal Act" means the Clean Water Act of 1972, as amended by the Water Quality Act of 1987, specifically Subchapter VI, Chapter 26 of Title 33 of the United States Code, and other statutory and regulatory authority amendatory or supplemental thereto.

"Fiscal Year" means the one-year accounting period determined from time to time as the fiscal year of the S&WB.

"Funds and Accounts" collectively means the Construction Fund, the Revenue Fund, the Debt Service Fund and the Reserve Fund.

"General Bond Resolution" means the General Bond Resolution adopted by the S&WB on May 21, 2014, authorizing the issuance of sewerage service revenue bonds of the City, from time to time, as amended and supplemented from time to time.

"Governing Authority" means the City Council of the City or its successor in function.

"Interest Payment Date" means each date on which interest on the Bond is payable, the first of which shall occur not more than six (6) months after the delivery of the Bond to the Department and which shall occur semi-annually thereafter until the Bond is paid in full, as determined by mutual agreement of the BLCD and the Department on the date of delivery of the Bond and designated in the Bond.

"Loan" means the loan made by the Department from the State Revolving Fund to the City pursuant to this Loan Agreement, the obligation to repay which Loan is evidenced by the Bond.

"Loan Agreement" means this Loan and Pledge Agreement, including the exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Amount" means the maximum amount that the Department has agreed to loan the City, being the authorized principal amount of the Bond.

"Outstanding" when used with respect to the Bonds, as of the date of determination, means all Bonds theretofore issued and deemed to be outstanding under the Authorizing Resolution

"Parity Obligations" means additional *pari passu* indebtedness, if any, issued by the City and payable from the same source of revenues on a parity with the Bond in the manner set forth in the Authorizing Resolution.

"Paying Agent" means the person designated as paying agent and registrar in the Authorizing Resolution, unless and until a successor Paying Agent shall have assumed such responsibilities pursuant to the applicable provisions of the Authorizing Resolution and thereafter "Paying Agent" shall mean such successor Paying Agent.

"Plans and Specifications" means the drawings, elevations, shop drawings and accompanying specifications for work prepared by the Engineer for the S&WB relating to the Project or any portion thereof.

"Principal Payment Date" means each annual principal payment date on the Bond, which dates are set forth in the Authorizing Resolution, the first of which shall occur no later

than one (1) year after the Completion Date and the last of which shall occur no later than twenty (20) years after the Completion Date.

"Project" means the sewerage system improvements generally described in Exhibit A hereto, which are to be financed through the issuance of the Bonds in accordance with the budget also attached hereto as Exhibit A.

"Regulations" means the regulations of the Department adopted pursuant to and in furtherance of the Clean Water Act of 1972, as amended by the Water Quality Act of 1987, and the State Act, as such may be amended from time to time, including, without limitation Title 33, Part IX, Chapter 21 of the Louisiana Administrative Code (L.A.C. 33:IX.2101, *et seq.*).

"Reserve Fund" means the "Debt Service Reserve Fund" established or maintained in accordance with Authorizing Resolution, into which there shall be deposited from available funds of the S&WB, in the manner set forth in the Authorizing Resolution (but not from the proceeds of the Loan unless specifically approved by the Department), sums sufficient to cause the Reserve Fund to contain the amounts required by the Authorizing Resolution.

"Revenue Fund" means the "Sewer System Account" to be established or maintained by the S&WB in accordance with the Authorizing Resolution, into which all revenues of the System shall be deposited in the manner set forth in the Authorizing Resolution.

"S&WB" means the Sewerage and Water Board of New Orleans, and its successors or assigns.

"Scheduled Completion Date" means the date presently estimated by the City and the Engineer to be the Completion Date, which shall be set forth in a closing certification of the City delivered to the Department on the Delivery Date.

"State" means the State of Louisiana.

"State Act" means La. R.S. 30:2301, *et seq.* and other constitutional and statutory authority supplemental thereto.

"State Revolving Fund" means the Clean Water State Revolving Fund administered, operated and maintained by the Department pursuant to the Federal Act and the State Act.

"System" means the sewerage system of the S&WB, together with any capital improvements or other additions thereto and substitutions for any part thereof heretofore or hereafter acquired or made by the S&WB, and all other properties of the S&WB used in, or necessary or desirable for, the operation of such system, as more fully described in the Authorizing Resolution.

"User Fees" means charges or fees levied on users of the System for the cost of operation, maintenance and replacement of the System, for the repayment of debt incurred with respect to the System and for such other purposes as may be determined by the Governing Authority from time to time.

SECTION 3.02. Rules of Interpretation

(a) Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Loan Agreement:

- (1) words importing the singular number shall include the plural number and *vice versa*;
- (2) all references to particular articles or sections herein are references to articles or sections of this Loan Agreement;
- (3) the captions and headings herein are solely for convenience of reference and shall not constitute a part of this Loan Agreement, nor shall they affect its meaning, construction or effect;
- (4) the terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms as used in this Loan Agreement refer to the Loan Agreement in its entirety and not the particular article or section of this Loan Agreement in which they appear; and
- (5) the term "hereafter" means after the date of execution of this Loan Agreement and the term "heretofore" means before the date of the execution of this Loan Agreement.

(b) In the event that any provisions of the Authorizing Resolution conflict with any provision of this Loan Agreement, then the provisions of this Loan Agreement shall control.

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ARTICLE IV

REPRESENTATIONS OF THE DEPARTMENT

SECTION 4.01. Representations of the Department. The Department represents and covenants as follows:

(a) The Department is authorized by the State Act to administer, operate and maintain the State Revolving Fund in full compliance with the Federal Act, as amended, and the requirements of the EPA promulgated thereunder.

(b) The Department has complied with the provisions of the Federal Act and the State Act and all regulations thereunder with respect to the State Revolving Fund and has full power and authority to execute and deliver this Loan Agreement and to consummate the transactions contemplated hereby and perform its obligations hereunder.

(c) The Department, by executive order of its Secretary, being the chief executive officer thereof, has authorized the execution, delivery and due performance of this Loan Agreement and the taking of any and all actions as may be required on the part of the Department to carry out, give effect to and consummate the transactions contemplated hereby and all approvals necessary in connection with the foregoing.

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Department or to the best knowledge of the Department is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or which in any way would adversely affect the validity of this Loan Agreement or any agreement or instrument to which the Department is a party and which is used or contemplated for use in consummation of the transactions contemplated hereby.

(e) The execution and delivery by the Department of this Loan Agreement and the consummation of the transactions contemplated hereby will not violate any indenture, mortgage, deed of trust, note, loan agreement, or other contract or instrument to which the Department is a party or by which it is bound, and to the best of the Department's knowledge any judgment, decree, order, statute, rule or regulation applicable to the Department and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation of the transactions contemplated hereby have been obtained.

(f) The Department has determined that the Project, subject to final review of the Plans and Specifications, is eligible for financial assistance from the State Revolving Fund, and the Project is listed on the State's priority list as required by Section 1383(g) of the Federal Act.

SECTION 4.02. Representations of the City. The City represents and covenants as follows:

(a) The City is a political subdivision of the State and the City and the S&WB have full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the System, to carry on their activities relating thereto, to execute

and deliver this Loan Agreement, to execute, issue and deliver the Bonds, to pledge the revenues necessary to secure the payment of the Bonds, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this Loan Agreement.

(b) The City, the S&WB and the BLCD each represents with respect to itself only that the proceedings of the City, the S&WB and the BLCD approving this Loan Agreement and the Bonds and authorizing their execution, issuance and delivery by the City, the S&WB and the BLCD and authorizing the S&WB to undertake and complete the Project, including, without limitation the Authorizing Resolution, have been duly and lawfully adopted in accordance with the laws of the State, including the Open Meetings Law (R.S. 42:4.1, *et seq.*).

(c) The City, the S&WB and the BLCD each represents with respect to itself only that the Authorizing Resolution was duly adopted by the City, the S&WB and the BLCD and was published in the official journal of the City no less than 30 days prior to the delivery date of the Bonds and since the said publication no actions or proceedings have been filed or threatened contesting the legality of the Authorizing Resolution, the Bonds or any provision for payment of the Bonds.

(d) This Loan Agreement and the Bonds have been duly authorized and have been or will be duly executed and delivered by the Authorized Officer, and assuming that the Department has all the requisite power and authority to authorize, execute and deliver and has duly authorized, executed and delivered this Loan Agreement this Loan Agreement will constitute a legal, valid and binding obligation of the City, the S&WB and the BLCD, and the Bonds will constitute a legal, valid and binding obligations of the City, both enforceable in accordance with their respective terms.

(e) The City, the S&WB and the BLCD each represents with respect to itself only, that to the best of its knowledge, there is no fact that it has not disclosed to the Department in writing on the application for the Loan or otherwise that materially adversely affects the properties, activities, prospects or condition (financial or otherwise) or the System or the ability of the S&WB to make all Loan repayments and otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Bonds.

(f) The City, the S&WB and the BLCD each represents with respect to itself only, that to the best of its knowledge, the authorization, execution and delivery of this Loan Agreement and the Bonds, the observance and performance of its respective duties, covenants, obligations and agreements thereunder and under the Authorizing Resolution and the consummation of the transactions provided for in this Loan Agreement, the Authorizing Resolution and the Bonds, its compliance with the provisions of this Loan Agreement, the Authorizing Resolution and the Bonds and the undertaking and completion of the Project will not result in any breach of any of the terms, conditions or provisions of or constitute a default under or result in the creation or imposition of any lien, charge or other encumbrance upon any property or assets pursuant to any ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than the lien and charge of the Authorizing Resolution and the Bonds) and any ordinance, resolution or indenture which authorized outstanding debt obligations to which it is a party or by which it, the System or any of its property or assets may be bound, nor will such action result in any violation of the provisions

of any laws, ordinances, resolutions, governmental rules, regulations or court orders to which it, the System or its properties or operations are subject.

(g) The City, the S&WB and the BLCD each represents with respect to itself only, that to the best of its knowledge there are no proceedings pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that have not been disclosed in writing to the Department in the application for the Loan or otherwise that, if adversely determined, would materially adversely affect its properties, activities, prospects or condition (financial or otherwise), or that of the System or the S&WB's ability to make all Loan repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Bonds.

(h) The City, the S&WB and the BLCD each represents with respect to itself only, that to the best of its knowledge no event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement and the Bonds or receipt of the amount of the Loan, or upon the happening of any such event and the giving of notice and/or the passage of time, would constitute an Event of Default hereunder or under the Authorizing Resolution. Neither the City, the S&WB or the BLCD are in violation of and neither has received notice of any claimed violation of any term of any agreement or other instrument to which it is a party or by which it or the System or its properties may be bound, which violation would materially adversely affect its properties, activities, prospects or condition (financial or otherwise) or that of the System or the ability of the S&WB to make all Loan repayments or otherwise observe and perform their duties, covenants, obligations and agreements under this Loan Agreement, the Authorizing Resolution and the Bonds.

(i) The City and the S&WB have obtained all permits and approvals required to date by any governmental body or officer (and reasonably expects to receive all permits required in the future by any governmental agency) for the making, observance and performance by them of their duties, covenants, obligations and agreements under this Loan Agreement and the Bonds or for the undertaking or completion of the Project and the financing or refinancing thereof and the City and the S&WB have complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the City and the S&WB of their duties, covenants, obligations and agreements under this Loan Agreement and the Bonds or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with any governmental body or officer that has not been obtained is required on the part of the City or the S&WB as a condition to the authorization, execution and delivery of this Loan Agreement and the Bonds, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(j) The City and the S&WB are in compliance with all laws, resolutions, ordinances, governmental rules and regulations to which it they are subject, the failure to comply with which would materially adversely affect the ability of the City and the S&WB to conduct their activities or undertake or complete the Project, or the condition (financial or otherwise) of the City and the S&WB or the System; and the City and the S&WB have obtained or will obtain all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership

of the System or for the conduct of their activities which, if not obtained, would materially adversely affect their ability to conduct their activities in respect of the System or undertake or complete the Project or the condition (financial or otherwise) of the City, the S&WB or the System.

(k) The City, the S&WB and the BLCD have not previously pledged the monies and revenues being used to repay the Bonds to the payment of any indebtedness of the City or any other entity.

SECTION 4.03. Particular Covenants of the S&WB. The S&WB further covenants and agrees for the benefit of the Department as follows:

(a) The S&WB agrees that the estimated Costs of the Project, as listed in Exhibit C hereto and made a part hereof, is a reasonable and accurate estimation as of the date hereof, and upon direction of the Department will supply the same with a certificate from its Engineer stating that such estimated cost is a reasonable and accurate estimation. With the approval of the State Loan Fund Program Manager, the S&WB and the Department may mutually agree to change the allocation and categories shown in said Exhibit C without the necessity of amending the Loan Agreement.

(b) The S&WB will promptly notify the Department of any material adverse change in the activities, prospects or condition (financial or otherwise) of the S&WB relating to the System or to the ability of the S&WB to make all or any Loan repayments, provide for the payment of Administrative Fees and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Bonds.

SECTION 4.04. Tax-Exempt Status of Department Debt Obligations. In the event any tax-exempt debt obligations are issued by or on behalf of the Department, the proceeds of which (or any portion of the proceeds of which) are loaned to the City for the purpose of funding the Loan (the "Leveraging Debt"), then the City will not take any action or fail to take any action that could cause the Leveraging Debt to be "arbitrage bonds" or "private activity bonds" under the Code. The Department shall notify the City in writing prior to the use of any Leveraging Debt proceeds to fund any portion of the Loan.

The City shall not purchase, pursuant to any arrangement, formal or informal, any debt obligations issued by or on behalf of the Department in an amount related to the amount of the Loan.

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ARTICLE V

LOAN; ISSUANCE OF BOND

SECTION 5.01. Terms of the Loan. The Department hereby agrees to reserve in the State Revolving Fund a sum equal to the Loan Amount from the sums available to the Department or to be received by the Department to be deposited in the State Revolving Fund. The Department further agrees that it will effect the Loan by purchasing the Bond from the City and paying the purchase price thereof in installments pursuant to this Loan Agreement and the Authorizing Resolution in accordance with Sections 9.01 and 9.02.

The S&WB will apply the proceeds of the Loan to finance the Costs of the Project, and where applicable, to reimburse the S&WB or any lender for such portion of the Costs of the Project that was paid or incurred by the S&WB or for payment of the cost of which sums were borrowed on an interim basis in anticipation of reimbursement by the Department.

Notwithstanding the foregoing, (i) the Department shall be under no obligation to continue to make disbursements after an Event of Default has occurred and is continuing under the Authorizing Resolution or this Loan Agreement; and (ii) the Department shall not be obligated to make or continue to make disbursements if funds are not legally available to the Department in the State Revolving Fund to make the Loan or make disbursements pursuant to the Loan. The City shall use the proceeds of the Loan strictly in accordance with the terms of the Authorizing Resolution and this Loan Agreement.

SECTION 5.02. Issuance of Bonds. As evidence of its obligation to repay the principal, interest and premium, if any, of the Loan, and to pay the Administrative Fee, the BLCD contemporaneously herewith has issued and delivered the Bonds to the Department, which Bonds are payable in the manner and from the sources set forth in the Authorizing Resolution.

SECTION 5.03. Delivery of Documents. On the Delivery Date the City, acting through the S&WB and the BLCD, will cause to be delivered to the Department each of the following items:

- (a) the executed opinions of counsel to the BLCD and the S&WB in such form and containing such conclusions as may be reasonably required by the Department, addressed to the Department and the City;

- (b) a certificate or certificates, satisfactory in form and substance to the Department, from an Authorized Officer or designated representative, dated such Closing Date, to the effect that:

- (i) each of the representations set forth herein and in the Commitment Agreement is true, accurate and complete in all material respects as of such Closing Date, and each of the agreements set forth in the Loan Agreement to be complied with at or prior to such Closing Date has been complied with as of such date;

- (ii) no litigation is pending, or to the knowledge of the authorized officer's knowledge, threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds, the Loan Agreement, the Authorizing Resolution or the creation, existence or powers of the City, the S&WB and the BLCD or the title of the present officers of the City, the S&WB or the BLCD, or any of them, to the respective offices and that none of the proceedings or authority for the issuance of the Bonds have been repealed, revoked or rescinded; and
 - (iii) the Bonds have been duly authorized, executed and delivered constitute valid and legally binding obligations of the City and are entitled to the security of and are secured by the Authorizing Resolution which, together with the Loan Agreement have been duly authorized, executed and delivered by the City, the BLCD and the S&WB;
- (c) a non-arbitrage certificate or use of proceeds certificate executed by a duly authorized officer in form and substance satisfactory to the Department and an opinion of bond counsel acceptable to the Department;
- (d) executed originals of the Bonds and the Loan Agreement and a certified copy of the Authorizing Resolution;
- (e) executed originals of a Site Certificate, an Engineer's Certificate and a Certification Regarding Cross-Cutting Federal Authorities, in substantially the forms attached to the Commitment Agreement; and
- (f) such additional certificates, instruments and other documents, dated as of the Closing Date or before, as the Department or its counsel reasonably require to evidence the truth and accuracy as of the Closing Date of the representations of the City, the S&WB and the BLCD herein contained and contained in the Loan Agreement and the due performance and satisfaction by the City at or prior to such time of all agreements to be performed and all conditions then to be satisfied by the City.

SECTION 5.04. Interest and Principal Payments. The Bond shall be payable as set forth in the Authorizing Resolution and as follows:

- (a) Interest shall be payable semiannually in arrears on each Interest Payment Date based on the amount of the Loan theretofore paid by the Department to the City and not yet repaid; and
- (b) Principal shall be payable annually on each Principal Payment Date in the amounts set forth on Exhibit B hereto. The payment schedule shown as Exhibit B may be adjusted under certain circumstances in the manner set forth in the Authorizing Resolution.

Promptly after the payment of the final installment of the purchase price of the Bond, the completion certificate required by Section 8.07 shall be attached to and made a part of the Bond.

In the event that any installment of principal, interest or Administrative Fee shall become past due for a period in excess of fifteen (15) days from the payment date specified herein, in addition to interest continuing to accrue on the principal amount due until the payment thereof, the City shall pay upon demand an amount equal to five percent (5%) of the amount of such past-due installment to defray the expenses of handling the delinquent payment.

SECTION 5.05. Prepayment of Bond. The Department acknowledges that the Bonds are subject to prepayment at the times and in the manner set forth in the Bonds and in the Authorizing Resolution. In addition to the principal, interest and premium, if any, on such prepayment date, the BLCD shall pay to the Department the amount of the Administrative Fee that has accrued on the amount prepaid from the most recent date on which any Administrative Fee was paid.

Prepayment shall be applied first to the Administrative Fee, second to accrued interest on the portion of the Bond to be redeemed, then to any redemption or prepayment premium and finally to principal.

SECTION 5.06. Administrative Fee. The Administrative Fee shall be payable to the Department on each Interest Payment Date. The City's obligation to pay the Administrative Fee shall be terminated upon the sale or other disposition of the Bond by the Department, other than a pledge or assignment of the Bond or this Loan Agreement pursuant to Section 0, or upon full payment by the City of the Bond and all amounts owed the Department under this Loan Agreement. In the event that the Administrative Fee is declared illegal or unenforceable by a court or administrative body of competent jurisdiction, the interest rate borne by the Bond shall be increased by one half of one percent (0.50%) *per annum*, effective as of the date declared to be the date from which the Administrative Fee is no longer owed because of such illegality or unenforceability.

SECTION 5.07. Manner of Repayment. Payment of the principal, interest and Administrative Fee, shall be made by immediately available funds or mailed and/or made available to the Department no later than the applicable payment date at the following address:

Department of Environmental Quality
Attn: Financial Services Division, Accounts Receivable
P. O. Box 4311
Baton Rouge, Louisiana 70821-4311

or such other address as may be designated by the Department, without presentation or surrender of the Bond, except upon final payment. If acceptable to the Department, the City may make arrangements to make such payments by wire transfer of immediately available funds.

Payments with respect to the Bond shall be applied first to the interest due to the date of payment, next to principal and thereafter to the Administrative Fees and other amounts payable on the Loan and the payment of principal and interest shall be recorded on a payment record to be kept and maintained by the Department.

SECTION 5.08. Disclaimer of Warranties and Indemnification. The City, the S&WB and the BLCD acknowledge and agree that:

(a) the Department and the State make no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the System, the Project or any portions thereof or the Plans and Specifications or any other warranty or representation with respect thereto;

(b) in no event shall the Department or the State be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishings, functioning or use of the System or the Project or any item or products or services provided for in this Loan Agreement, including the Plans and Specifications; and

(c) to the extent authorized by law, and except as may be caused by the gross negligence of the State or the Department, the City and the S&WB hereby indemnify, save and hold harmless the Department and the State against any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any act or omission by the City or the S&WB, or their employees, agents or subcontractors pursuant to the terms of this Loan Agreement, including but not limited to failure of the Department to note any defect in materials or workmanship or of physical conditions or failure of the City or the S&WB to comply with any plans, specifications, drawings, ordinances, statutes or other requirements of a governmental authority, or to call to the attention of any person whatsoever, or take any action, or to demand that any action be taken, with regard to any such defect or failure or lack of compliance.

SECTION 5.09. Registrar. The BLCD agrees to initially prepare, keep, and maintain books and records reflecting the authorization, issuance, transfer and assignment of the Bonds and has appointed itself as the Registrar in the Authorizing Resolution. A successor Registrar may be appointed in the manner set forth in the Authorizing Resolution, provided, however, that in no event shall the Department be liable for the payment of any fees of such Registrar.

SECTION 5.10. Lost, Destroyed or Improperly Cancelled Bonds. In case any of the Bonds shall become lost, destroyed or improperly cancelled, such Bonds may be replaced pursuant to any applicable terms of the Authorizing Resolution, or in the absence of any such terms, in the manner set forth in R.S. 39:971, *et seq.*, or other applicable laws.

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ARTICLE VI

PAYMENT OF BOND; DEFEASANCE

SECTION 6.01. Pledge of Revenues. The Bonds, and to the extent allowed by applicable law all other sums due pursuant to this Loan Agreement, including the Administrative Fee, equally with the Parity Obligations, if any, shall be secured and payable from a pledge and dedication of the revenues of the sewerage system, including revenues received from the imposition of sewerage rates and the funds and accounts held under the Authorizing Resolution, as more fully described in the Authorizing Resolution. Such revenues shall be set aside in the Funds and Accounts described in the Authorizing Resolution and shall be and remain so pledged for the security and payment of the Bonds in principal and interest, until the Bonds shall be fully paid and discharged. The City, the BLCD and the S&WB agree that they shall not further encumber the pledged revenues, to the payment of any indebtedness having an equal or superior lien to that enjoyed by the Bonds, other than through the issuance of Parity Obligations, or Subordinated Bonds (as defined in the Authorizing Resolution), in the manner and under the conditions provided in the Authorizing Resolution, including Section 209 of the General Bond Resolution.

SECTION 6.02. Defeasance. The Bonds may be defeased and may be deemed to be paid and shall no longer be considered outstanding under the Authorizing Resolution and under this Loan Agreement, only in the event that the City has complied with the requirements of Section 1101 of the General Bond Resolution to defease all remaining scheduled payments of principal, interest, premium, if any, and Administrative Fees on the Bonds.

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ARTICLE VII

FUNDS AND ACCOUNTS

SECTION 7.01. Funds and Accounts. For the purpose of receiving purchase price payments of the Bonds and paying Costs of the Project, the S&WB and the BLCD have established and agree to maintain the Construction Fund to be administered by the BLCD and disbursed to the S&WB in the manner set forth in the Authorizing Resolution. Additionally, for the payment of and further security for the principal, interest and Administrative Fee on the Bonds, the BLCD has established and agrees to maintain the other Funds and Accounts to be administered in the manner set forth in the Authorizing Resolution.

SECTION 7.02. Investments. All moneys in any of the Funds and Accounts shall be invested in investment securities permitted by State law and the Authorizing Resolution. All income derived from such investments shall be added to the amounts in the respective funds, if required, or to the Revenue Fund or to such funds as may be designated in the Authorizing Resolution, and such investments shall be liquidated to the extent at any time necessary to apply the proceeds thereof to the purpose for which the respective funds have been created. For the purpose of determining if the required amount is being maintained in any of the funds, such investment securities shall be valued in the manner set forth in Section 508(3) of the General Bond Resolution.

SECTION 7.03. Notification of Deficiencies. The BLCD shall notify the Department, and as required by R.S. 39:1410.62 the State Bond Commission, in writing, whenever (i) transfers to any fund required to be established by the General Bond Resolution or any ordinance or resolution authorizing the issuance of indebtedness thereunder have not been made timely or (ii) principal, interest, premiums, or other payments due on the Bonds have not been made timely.

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ARTICLE VIII

CONSTRUCTION AND COMPLETION OF THE PROJECT

SECTION 8.01. Plans and Specifications; Construction Contracts. The Plans and Specifications must be submitted to the Department for approval in writing, prior to formal request for bids on a construction contract or contracts. The Plans and Specifications shall comply with all laws, regulations and ordinances including, in particular, all zoning, fire, safety and environmental laws, regulations and ordinances. Contracts for the acquisition, construction and installation of the Project shall be entered into in compliance with Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, as amended.

As a condition of the Loan, the S&WB will demonstrate to the satisfaction of the Department before issuing an initial work order for construction, that the S&WB has or will have an ownership or such other real interest in the site(s) of the Project, including necessary servitudes and rights-of-way as the Department finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project. The S&WB agrees to provide the Department with a Site Certificate in substantially the form attached to the Commitment Agreement prior to disbursement by the Department of any Loan proceeds for construction.

The S&WB will exercise its best efforts to initiate construction of the Project within six (6) months after the Delivery Date and in accordance with prudent public utility practice to complete the Project and to so accomplish such completion on or before the Scheduled Completion Date, and to provide from its own financial resources all moneys required to complete the Project in excess of the Loan Amount available hereunder.

SECTION 8.02. Engineer. Prior to signing a construction contract or contracts, the S&WB shall name the Engineer. If so required by the Department, the Engineer shall issue prior to each disbursement request a progress report detailing construction status to date and stating whether construction is within the Project budget. Requisitions for funds during construction, in the form attached hereto as Exhibit D will be executed by the S&WB and certified by the Engineer.

SECTION 8.03. Compliance with Law. If requested by the Department, the S&WB will furnish the Department with evidence that the property and equipment constituting the System, and the proposed and actual use thereof, comply with all laws, ordinances, rules and regulations of all governmental authorities having jurisdiction over the same, including the Regulations, and that there is no action or proceeding before any court, quasi-judicial body of administrative agency at the time of any disbursement by the Department relating to the System.

The S&WB will obtain all necessary approvals from any and all governmental agencies requisite to the completion of the Project in compliance with all federal, State and local laws, ordinances and regulations applicable thereto. Upon completion of the Project the S&WB shall obtain all required permits and authorizations from appropriate authorities as required for operation and use of the Project as contemplated by this Loan Agreement.

In the event that archeological artifacts or historical resources are unearthed during construction excavation of the Project, the S&WB shall stop or cause to be stopped construction activities and will notify the Department of such fact.

The S&WB will immediately halt construction of the Project and notify the Department if any endangered species are encountered during construction so that mitigating measures can be taken in accordance with the Endangered Species Act of 1973, as amended.

The S&WB will take and institute such proceedings as will be necessary to cause and require all contractors and materials suppliers to complete their contracts diligently and in accordance with the terms of the contracts, including without limitation, correcting any defective work.

SECTION 8.04. Davis-Bacon Wage Rate Requirements. The S&WB agrees that all laborers and mechanics employed by contractors and subcontractors on the Project shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality of the City as determined by the Secretary of the United States Department of Labor ("DOL") in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code. DOL provides all pertinent information related to compliance with the foregoing requirements, including prevailing wage rates and instructions for reporting. The S&WB will ensure that all construction contracts relating to the Project will require that the contractor comply with the aforesaid wage and reporting requirements.

SECTION 8.05. Use of American Iron and Steel Products. In order to comply with the Consolidated Appropriations Act, 2018 (Public Law 115-141) the S&WB agrees that all of the iron and steel products used in the portion of the Project that is funded in whole or in part with the Bond shall be produced in the United States unless the Administrator of the United States Department of Environmental Quality ("EPA") finds that:

- (a) applying the foregoing requirement would be inconsistent with the public interest;
- (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (c) inclusion of iron and steel products produced in the United States will increase the cost of the overall Project by more than 25 percent.

The S&WB agrees that the Project Engineer(s) will in good faith design the Project and solicit bids for construction with American-made iron and steel products, and that it will include the applicable terms relating to the use of American-made iron and steel products in any request for proposal or solicitations for bids and in all contracts related to the Project. Language similar to that attached hereto as Exhibit E may be used for this purpose.

If the S&WB determines that it cannot comply with the requirements of this section, it will request a waiver in accordance with procedures set forth by EPA, and shall notify the Department that it is requesting such a waiver from EPA. If the Administrator of EPA determines that it is necessary to waive the application of this section based on a finding under subsection (b), the head of EPA shall publish in the Federal Register a detailed written justification as to why the provision is being waived. For purposes of this Section:

"Iron and Steel Products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

"Manufactured Good" means a good brought to the construction site of the Project for incorporation into the Project that has been (a) processed into a specific form and shape or (b) combined with other raw material to create a material that has different properties than the properties of the individual raw materials. There is no requirement with regard to the origin of components or subcomponents in manufactured goods, as long as the manufacture of the goods occurs in the United States.

"Reasonably available quantity" means that the quantity of iron or steel is available or will be available at the time needed and place needed and in the proper form or specification as specified in the Project plans and designs.

"Satisfactory quality" means the quality of iron or steel as specified in the project plans and designs.

"Steel" means an alloy that includes at least 50% iron, between 0.02% and 2% carbon, and may include other elements. Production in the United States of the iron or steel used in the Project requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. The requirements of this Section do not apply to iron or steel used as components or subcomponents of manufactured goods used in the Project.

SECTION 8.06. Payment of Additional Costs of the Project. In the event that Loan proceeds are not sufficient to pay the Costs of the Project in full, the S&WB shall nonetheless complete the Project and pay that portion of the Costs of the Project as may be in excess of available Loan proceeds and shall not be entitled to any reimbursement therefor from the Department, except for the proceeds of any additional financing which may (subject to availability) be provided by the Department pursuant to application by the City and/or the S&WB.

SECTION 8.07. Completion Certificate. The Project will be considered complete when the provisions of Section 9.07(a) have been met for all construction contracts included in the Project, or upon the disbursement of the final installment of the purchase price of the Bond, whichever occurs first, and such date will be the Completion Date for purposes of this Loan Agreement. On or as soon as practicable after the Completion Date, the S&WB shall submit the Certificate of Substantial Completion required by Section 9.08(a) and shall certify to the Department when it has initiated or is capable of initiating operation of the Project. The S&WB shall also ratify and confirm in writing the final principal amount of the Loan and the final principal amortization schedule for the Loan.

ARTICLE IX

DISBURSEMENTS

SECTION 9.01. Disbursement of Loan Proceeds. Prior to any disbursement of Loan Proceeds, the S&WB will prepare a budget and construction disbursement schedule which shall be updated from time to time as required by the progress of construction. Installments of the Loan, representing purchase price installments of the Bonds, shall be paid by the Department to the BLCD for the account of the S&WB under the terms of this Loan Agreement, upon receipt of a properly completed requisition in the form attached hereto as Exhibit D, subject to and conditioned upon the availability of sums on deposit in the State Revolving Fund. The BLCD will deposit such proceeds in the Construction Fund for disbursement to or upon the instructions of the S&WB, and will utilize and expend such proceeds in a timely and expeditious manner and, in particular, will:

- (a) pay promptly all approved Costs of the Project;
- (b) proceed expeditiously with and complete the Project in accordance with Plans and Specifications, with construction reasonably expected to begin within six (6) months after the Delivery Date;
- (c) provide and maintain competent and adequate supervision and inspection of the Project;
- (d) disburse all installments of the purchase price of the Loan to pay Costs of the Project no more than twenty (20) calendar days after receipt of such installment of the purchase price;
- (e) return promptly upon written request of the Department any and all unused funds, including all costs or amounts found not eligible or disallowed by the Department or any portion of any installment of the purchase price that is not disbursed to pay Costs of the Project within twenty (20) calendar days after receipt of such installment by the City; and
- (f) complete the Project within two years of the Delivery Date unless the Department gives its written approval to an extended construction period.

SECTION 9.02. Disbursement Procedure. Purchase price installments of the Bonds for the payment of Costs of the Project shall be made by the Department to the BLCD for the account of the S&WB from time to time as the construction of the Project progresses, subject to the satisfaction of the following conditions:

- (a) in connection with each disbursement, the S&WB shall submit a requisition in the form attached hereto as Exhibit D, which requisition shall include:
 - (i) an updated copy of the disbursement schedule (if applicable);
 - (ii) the report of the Engineer, which report shall be in the form and substance satisfactory to the Department and shall state that the Project, to the best of the

Engineer's knowledge, as completed as of the date of such report, has been constructed in accordance with the Plans and Specifications and that the undisbursed portion of the Loan Amount is sufficient to complete the Project in accordance with the Plans and Specifications and the disbursement schedule;

- (iii) if required by the Department, evidence satisfactory to the Department that the insurance required by Section 10.07 of this Loan Agreement remains in full force and effect;
- (iv) if required by the Department, evidence and/or certifications satisfactory to the Department that the " American-Made Iron and Steel Products " requirements of the Consolidated Appropriations Act, 2018, or other applicable law, have been complied with;
- (v) such other instruments, documents, certificates, endorsements, invoices and opinions as the Department may reasonably require to substantiate the Costs of the Project for which payment is requested; and
- (vi) if the requisition is the final requisition, the Completion Certificate required by Section 8.07 and Section 9.08(a);

(b) disbursements shall be made by the Department not more frequently than twice per calendar month, and each disbursement request must be for a minimum of \$5,000, except for the final request, which may be for a lesser amount;

(c) each disbursement shall be subject to the review and approval of the Department; and

(d) the amount of each disbursement shall be computed so that five percent (5%), or such larger percentage as may be requested by the S&WB, of such disbursement constituting eligible costs and one hundred percent (100%) of non-eligible costs will be deducted from the total amount payable as retainage or as non-eligible costs with respect to each contract for construction of the Project or any portion thereof. The total amount of retainage withheld from the disbursements during the construction of the Project with respect to each contract shall be disbursed pursuant to the provisions of Section 9.07(a).

SECTION 9.03. Modified Disbursement Procedure. The Department reserves the right to modify the procedures set forth in Section 9.02 in order to make disbursements directly to any contractor or to subcontractors and suppliers when it is necessary to prevent a default under any construction contract or to insure that all subcontractors, suppliers and laborers who have performed services or provided materials to the Project are paid.

SECTION 9.04. Reimbursement of Certain Costs. The S&WB will promptly reimburse the Department for any portion of the Loan which is determined by the Department to have been expended for a cost which is not eligible for funding from the State Revolving Fund, which reimbursement will be made not more than 180 days after the discovery thereof by either the S&WB or the Department. Such reimbursement shall be promptly paid to the Department upon written request of the Department with interest on the amount reimbursed at the rate borne

by the Bonds from the later of the date of the disbursement from which any such non-eligible item was paid or the last Interest Payment Date on which the BLCD paid interest with respect to said amounts, and shall be applied in inverse order of maturity against the outstanding principal amount of the Bonds.

SECTION 9.05. Inspections; Possession of Project. Upon the occurrence of an Event of Default, the S&WB does hereby agree and authorize the Department, EPA, the Engineer, or any agent, officer, employee or representative of the Department or EPA to enter upon the Project to make inspections of the materials, plans, shop drawings, workmanship and construction of the Project or to enter into possession of the Project and perform any work necessary or desirable to complete the Project and to take all other action in connection therewith, in order that the Department and/or EPA may:

(a) verify that each disbursement is appropriate and in conformity with the requirements of this Article and any applicable laws or regulations;

(b) verify that all work covered by a proposed disbursement is in accordance with the Plans and Specifications;

(c) determine whether there has been or may be any default of the obligations of the City, the BLCD or the S&WB under this Loan Agreement or the Authorizing Resolution; and

(d) take any necessary or appropriate action to insure that the Project will be completed in a timely manner and in accordance with the Plans and Specifications and the disbursement schedule.

None of the aforesaid actions by the Department or by any agent, officer, employee or representative of the Department shall be or may be construed in such a manner as to impose any duty or obligation whatsoever on the Department, the Engineer, or any agent, officer, employee or representative of the Department to protect or represent any owner, borrower, contractor, surety, or any other person whatsoever and shall not be considered or construed as having made any warranty whatsoever, whether express or implied, as to the adequacy, quality of fitness or purpose of any physical conditions, materials, workmanship, plans, specifications, drawings or other requirements pertaining to the Project, or whether any such physical conditions, materials or workmanship comply with any plans, specification, drawings, ordinances, statutes, or other governmental requirements pertaining to the Project.

SECTION 9.06. Conditions Precedent. It is specifically understood and agreed that the obligation of the Department to fund any disbursements for payments to contractors or suppliers (other than engineering expenses and costs of issuance of the Bond) shall be subject to the receipt by the Department of the following items with respect to each construction contract that is entered into with respect to the Project:

(a) a true and correct copy of all applicable construction contracts pertaining to the Project (including all amendments, addenda, supplements, modifications and related documents), which contracts shall be for a guaranteed maximum contract price satisfactory to the Department or on such terms and conditions as shall be satisfactory to the Department;

(b) three (3) complete sets of the Plans and Specifications relating to any construction contract pertaining to the Project, which Plans and Specifications shall be in final form and shall have been approved in scope and substance by the S&WB and the Department;

(c) a "Notice to Proceed" statement from the S&WB or the Engineer stating that the Engineer has reviewed and approved the disbursement schedule and that the applicable portion of the Project can be completed in accordance with such Plans and Specifications for the amounts reflected in the disbursement schedule;

(d) a certificate from the Engineer stating that the proposed use of the Project as contemplated by the Plans and Specifications is consistent with all applicable zoning ordinances and such use of the Project for the purposes contemplated thereby is permitted under all applicable zoning ordinances;

(e) a copy of any building permits, if required, issued by the applicable agency or agencies with respect to the proposed construction of the Project;

(f) a copy of any policy or policies of builder's all-risk insurance issued by an insurance company or companies acceptable to the Department, insuring the Project for its full replacement costs (or on a progressively full insured basis) with extended coverage, and said policy shall insure against such loss or damages as the Department may require, or the S&WB shall provide proof of self-insurance;

(g) a copy of a policy of comprehensive general liability insurance, which policy shall be satisfactory to the Department in form, substance, limits and coverage, or the S&WB shall provide proof of self-insurance;

(h) a copy of a policy of worker's compensation insurance issued in accordance with applicable law, or the S&WB shall provide proof of self-insurance;

(i) a copy of a payment and a performance bond from a surety company acceptable to the Department; and

(j) a final site certificate.

SECTION 9.07. Conditions to all Disbursements. In addition to the requirements of Section 9.06 with respect to the initial disbursement for each construction contract that is entered into with respect to the Project, the obligation of the Department to fund the initial and all subsequent disbursements of the purchase price of the Bond is subject to the satisfaction of the following further conditions:

(a) that as of the date of such disbursement, there has occurred no Default and no condition which, with the giving of notice or lapse of time or both, would become an Event of Default under the Bonds, any Parity Obligations or this Loan Agreement;

(b) that each of the representations, covenants and agreements of the City, the BLCD and the S&WB contained herein shall be true and correct on and as of the date of the respective disbursements;

(c) that the S&WB shall be in full compliance with all obligations and covenants contained herein, the applicable Regulations and all other applicable State, Department and federal regulations;

(d) that as of the date of the request for disbursement there have been no changes made to the Plans and Specifications nor any change orders executed which have not been approved by the Department; and

(e) that as of the date of the request for disbursement all fees and expenses of counsel to the Department in connection with the Loan have been paid or will be paid from the proceeds of such disbursement.

SECTION 9.08. Conditions to Disbursement of Retainage. The disbursement by the Department of the retainage withheld pursuant to Section 9.02 shall be subject to the satisfaction of the following conditions:

(a) receipt by the Department of a certificate signed by the S&WB and the Engineer stating that to their best knowledge the Project or applicable portion of the Project has been completed in accordance with the Plans and Specifications therefor;

(b) receipt by the Department of a copy of a lien and privilege certificate showing that no liens have been recorded encumbering the Project;

(c) if requested by the Department, receipt by the Department of a certificate of cancellation evidencing that the construction contract or contracts have been canceled and erased from the mortgage records, if applicable;

(d) receipt by the Department of a duly completed request for disbursement executed by the S&WB covering the retainage;

(e) a certificate of the S&WB certifying that all Costs of the Project, and all change orders and amendments to all construction contracts, have been previously submitted by the S&WB to the Department, which certificate contains an acknowledgment by the S&WB that no further disbursements will be due to the S&WB from the Department;

(f) completion of a final inspection of the Project by the Department;

(g) receipt by the Department of a duly completed certificate of labor standards by the S&WB, if applicable; and

(h) if not previously furnished by S&WB, (i) a certified copy of a duly enacted sewer use ordinance, (ii) a sewer user charge ordinance and (iii) if applicable, an industrial waste ordinance, all as defined by the Regulations, each complying with applicable provisions of the Regulations and all other applicable State and federal regulations, which have been approved as to form and substance by the Department.

ARTICLE X

OPERATION OF THE SYSTEM

SECTION 10.01. Operation of the System. . The S&WB will maintain the System in good repair and operating condition and will cooperate with the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the City, the BLCD, the S&WB and the Department under this Loan Agreement and the General Bond Resolution.

The S&WB will insure that the Project operates and meets minimum technical and administrative requirements in accordance with the State Sanitary Code, and the S&WB will meet all requirements imposed by the EPA and the Department as a condition of receiving the Loan from the State Revolving Fund under the Federal Act, the State Act and any applicable Regulations.

SECTION 10.02. User Fees. The S&WB shall establish and maintain rates and charges for services provided by the System, will maintain the required coverage ratios and will not provide any free services of the System (except as required by law), in the manner set forth in the General Bond Resolution.

SECTION 10.03. Annual Review of User Fees. The S&WB will cause an Engineer to make annual review of the adequacy of the User Fees in the manner set forth in the General Bond Resolution.

If such review indicates that the User Fees are, or are likely to be, insufficient to meet the requirements of the General Bond Resolution, or if it otherwise appears at any time that User Fees are or are likely to be insufficient to meet such requirements, the S&WB shall promptly take such steps as are necessary to cure or avoid the deficiency.

SECTION 10.04. Financial Records; Annual Audit. The S&WB will establish and maintain adequate financial records as required by the laws of the State governing financial record-keeping by political subdivisions and in accordance with generally accepted accounting principles ("GAAP") and in accordance with the General Bond Resolution, and will make same available to the Department and EPA or their authorized representatives upon request.

The S&WB will cause an audit of its financial statements to be made by an independent firm of certified public accountants in accordance with the requirements of Chapter 8 of Title 24 of the Louisiana Revised Statutes of 1950, as amended, and in accordance with the requirements of the Single Audit Act Amendments of 1996 as implemented by 2 CFR 200 Subpart F and Section 66.458 of the Catalog of Federal Domestic Assistance (CFDA Publication #66.458 - Capitalization Grants for State Revolving Funds) if applicable. The City and its auditor have furnished a certification acknowledging the requirements of Circular A-133.

Upon completion, but in no event later than six (6) months after the close of the applicable Fiscal Year, the City shall file a copy of such audited financial statements with the Department.

A reasonable portion of the expenses incurred in the preparation of the audit report required by this Section may be regarded and paid as a maintenance and operation expense of the System. The City further agrees that the Department shall have the right to ask for and discuss with the accountant making the review and the contents of the review and such additional information as it may reasonably require. The City further agrees to furnish to the Department, upon request therefor, a monthly statement itemized to show the income and expenses of the operation of the System and the number of users for the preceding month.

SECTION 10.05. Consulting Engineer. The S&WB will submit over the life of the Loan sufficient information as is reasonably requested by the Department to demonstrate that the S&WB has legal, institutional, managerial and financial capability to ensure the construction, operation and maintenance of the Project and the System and the repayment of the Loan, interest and administrative fees.

To this end, the S&WB may retain an Engineer, but shall be required to do so only in accordance with provisions of this section and any applicable provisions of the General Bond Resolution, for the purpose of providing the S&WB with continuous engineering counsel in the operation of the System. The Engineer shall be retained under contract at such reasonable compensation as may be fixed by the S&WB, and the payment of such compensation shall be considered to be one of the costs of maintaining and operating the System. Any such Engineer may be replaced at any time by another Engineer appointed or retained by the S&WB upon written notice to the Department.

Upon the occurrence of an Event of Default, or if requested in writing by the Department, the S&WB shall prepare, or shall have the Engineer prepare within one hundred eighty (180) days after the close of each Fiscal Year a comprehensive operating report which shall report upon the operation of the System during the preceding Fiscal Year, the maintenance of the properties, the efficiency of the management of the property, the proper and adequate keeping of the books of account and record, the adherence to budget and budgetary control provisions, all matters bearing upon the sufficient and profitable operation of the System, and shall include whatever criticism of any phase of the operation of the System the S&WB or the Engineer, as the case may be, may deem proper and such recommendation as to changes in the operation and the making of repairs, renewals, replacements, extensions, betterments and improvements as the S&WB or Engineer may deem proper. Copies of such report shall be furnished to the Department upon written request. It shall be the duty of the Engineer, if retained in accordance with this Section, to determine the economic soundness or feasibility of any extensions, betterments, improvements, expenditures or purchases of equipment and materials or supplies, which will involve the expenditure of more than Twenty-Five Thousand Dollars (\$25,000), whether in one or more than one order.

SECTION 10.06. Prohibition Against Liens. Except as provided in Section 0 and in the General Bond Resolution, the S&WB will maintain title to or the possession of the System and equipment acquired and properties improved by the Project, including any necessary servitudes and rights-of-way acquired in connection with the Project.

SECTION 10.07. Insurance. So long as the Bonds are Outstanding the S&WB will maintain or cause to be maintained in force insurance policies with responsible insurers or self

insurance programs, and shall apply the proceeds of any insurance loss payments in the manner required by the General Bond Resolution.

SECTION 10.08. Protection Against Fraud. So long as the Bonds are Outstanding the S&WB , in operating the System, shall require all of its officers and employees who may be in a position of authority or in possession of money derived from the operation of the System to obtain or be covered by blanket or faithful performance bond, or independent fidelity bonds, written by a responsible indemnity company in amounts adequate to protect the S&WB from loss.

SECTION 10.09. Competitive Franchises. So long as the Bonds are Outstanding the City and the S&WB obligate themselves not to grant a franchise to any utility for operation within the boundaries of the City which would render services or facilities in competition with the System, and also obligates itself to oppose the granting of any such franchise by any other public body having jurisdiction over such matters. Further, the City, the BLCD and the S&WB shall maintain their corporate identity and existence so long as any of the Bonds remain outstanding.

SECTION 10.10. Equal Opportunity. The City and the S&WB will comply with all federal and State laws pertaining to equal employment opportunities insuring that all engineers and contractors for this Project not discriminate against any person on the basis of race, color, sex, religion, age, national origin or handicap.

SECTION 10.11. Access to Books. The Department and the EPA or their authorized representative shall have access to the Project and to the S&WB's administrative offices, books, records, reports, design documents, contract documents and similar documents at any reasonable time. The S&WB hereby covenants and agrees that the S&WB shall cause its engineers and contractors to cooperate during Project inspections, including making readily available books, records, current working copies of plans and specifications and supplementary materials and further consents and agrees that the S&WB will allow inspections and examinations by the Department, and EPA during construction and periodically over the term of the Loan.

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ARTICLE XI

PARITY OBLIGATIONS

SECTION 11.01. Issuance of Additional Parity Obligations. Additional Parity Obligations may be issued in accordance with the provisions of and subject to the terms and conditions imposed by the General Bond Resolution.

SECTION 11.02. Junior and Subordinate Lien Obligations. Additional Parity Obligations may be issued in accordance with the provisions of and subject to the terms and conditions imposed by the General Bond Resolution.

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ARTICLE XII

DEFAULTS AND REMEDIES

SECTION 12.01. Events of Default. Each of the following events is defined as and declared to be and to constitute an "Event of Default" hereunder:

(a) Failure by the BLCD to pay, or cause to be paid, the principal of or interest on the Bonds or any other amount payable on the Loan other than the payment of the Administrative Fee when due;

(b) Failure by the BLCD to pay, or cause to be paid, the Administrative Fee or any portion thereof when due;

(c) Failure by the City, the BLCD or the S&WB to observe and perform any duty, covenant, obligation or agreement on their part to be observed or performed under this Loan Agreement, other than as referred to in subsections (a) or (b) above, which failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the City, the BLCD and the S&WB by the Department, unless the Department shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Department may not unreasonably withhold its consent to an extension of such time up to sixty (60) days from the delivery of the written notice referred to above if corrective action is instituted within the applicable period and diligently pursued until the Event of Default is corrected;

(d) If any representation made by or on behalf of the City, the BLCD or the S&WB contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Bonds, is determined to be false or misleading in any material respect; or

(e) A petition is filed by or against the City, the BLCD or the S&WB under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or hereafter enacted, unless in the case of any such petition filed against the City such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the City, the BLCD or the S&WB shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the City or any of its property) shall be appointed by court order to take possession of the System or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 12.02. Notice of Default. The City, the BLCD or the S&WB, as the case may be, shall give the Department prompt notice, by telephone, fax or electronic mail, of the occurrence of any Event of Default and of the occurrence of any other event or condition that constitutes an Event of Default. Any telephone notice pursuant to this Section shall be confirmed in writing by the end of the next business day.

SECTION 12.03. Remedies on Default. Until an Event of Default shall have occurred, the S&WB shall retain full possession and control of the System with the full right to manage, operate and use the same and every part thereof with rights appertaining thereto, and to collect and receive, and subject to the provisions of this Loan Agreement, to take, use, enjoy and distribute the earnings, income and profits accruing or derived from the System.

However, when an Event of Default shall have occurred and be continuing the Department shall have the right to take any action permitted or required pursuant to this Loan Agreement or the General Bond Resolution and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the City, the BLCD and the S&WB hereunder, including, without limitation, obtaining the appointment of a receiver of the System in an appropriate judicial proceeding in a court of competent jurisdiction.

SECTION 12.04. Attorney's Fees and Other Expenses. The S&WB shall, on demand, pay to the Department the reasonable fees and expenses of attorneys and other reasonable expenses (including without limitation the reasonably allocated costs of in-house counsel and legal staff) incurred by the Department in the collection of delinquent Loan repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the City, the BLCD or the S&WB hereunder, under the Authorizing Resolution or under any other agreements relating to the Bonds.

SECTION 12.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Department is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. To entitle the Department to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

SECTION 12.06. Retention of Department's Right. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to Section 0 or otherwise, and anything else to the contrary contained herein, the Department shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the City at law or in equity, as the Department may, in its discretion, deem necessary to enforce the obligations of the City to the Department.

SECTION 12.07. Default by Department. In the event of any default by the Department under any duty, covenant, agreement or obligation of this Loan Agreement, the City's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available legal or equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Department hereunder as may be necessary or appropriate.

ARTICLE XIII

ASSIGNMENT

SECTION 13.01. Assignment, Transfer or Sale by the Department. The City, the BLCD and the S&WB hereby approve and consent to any assignment, transfer or sale of this Loan Agreement and/or the Bonds by the Department including but not limited to any such assignment or transfer in connection with the issuance by or on behalf of the Department of bonds, notes or other debt obligations for leveraging or to raise state matching funds, for example. The City, the BLCD and the S&WB hereby further approve and consent to any assignment or pledge by the Department of payments due pursuant to this Loan Agreement and the Bonds as security or partial security for the payment of principal and interest on such bonds, notes or other debt obligations issued by or on behalf of the Department. The City, the BLCD and the S&WB agree to cooperate with the Department in accomplishing any such assignment, including execution of any additional certificates or documents as may be reasonably required by the Department.

SECTION 13.02. Assignment, Transfer or Sale. Neither this Loan Agreement nor the Project may be assigned, transferred or sold by the City, the BLCD or the S&WB for any reason, unless the following conditions shall be satisfied:

- (a) the Department shall have approved said assignment, transfer or sale in writing;
- (b) the assignee or transferee shall be a governmental unit within the meaning of Section 141(c) of the Code, unless the Department shall have received the opinion described in (d) below notwithstanding the fact that the assignee or transferee is not a governmental unit, and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the duties, covenants, agreements and obligations of the City, the BLCD or the S&WB, as the case may be, under this Loan Agreement;
- (c) immediately after such assignment, transfer or sale, the assignee or transferee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements hereunder or under the Authorizing Resolution;
- (d) if applicable, the Department shall have received an opinion of its bond counsel to the effect that such assignment, transfer or sale will not or would not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes under the Code;
- (e) if applicable, the Department shall have received an opinion of its bond counsel to the effect that such assignment, transfer or sale will not adversely affect the exclusion of interest on any bonds, notes, or other debt obligations issued by or on behalf of the Department from gross income for federal income tax purposes under the Code or affect the ability of the Department to repay or cause to be repaid any such bonds, notes or other debt obligations; and
- (f) the Department shall receive an opinion of its counsel to the effect that such assignment, transfer or sale will not violate the provisions of any agreement entered into by the Department with, or condition of any grant received by the Department from, the United States

of America relating to any capitalization grant received by the Department or the State under the Federal Act or the Regulations.

No assignment, transfer or sale shall relieve the City, the BLCD or the S&WB from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the City, the BLCD and the S&WB shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

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ARTICLE XIV

MISCELLANEOUS

SECTION 14.01. Payment of Department Expenses. The S&WB agrees to pay at the Delivery Date all fees and expenses incurred by the Department in connection with the Loan which shall include the payment of all attorneys' fees and expenses of Adams and Reese, LLP, bond counsel to the Department, approved by the Department in connection with the Loan.

SECTION 14.02. Consents and Approvals. Whenever the written consent or approval of the Department shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Secretary of the Department, or the officer signing this Loan Agreement on behalf of the Department (or his or her successor) unless otherwise provided by law or by rules or regulations of the Department or executive order of the Secretary of the Department.

SECTION 14.03. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or sent by registered or certified mail, postage prepaid, or by overnight courier service to the City, the BLCD, the S&WB and to the Department at the following addresses:

To the City:

Mayor's Office
Attn: Mayor
City Hall, 2nd Floor
1300 Perdido St.
New Orleans, Louisiana 70112

To the BLCD:

Board of Liquidation, City Debt
Attn: Secretary
City Hall, Room 8E17
1300 Perdido St.
New Orleans, Louisiana 70112

To the S&WB:

Sewerage & Water Board of New Orleans
Attn: Executive Director
625 St. Joseph St.
New Orleans, Louisiana 70130

To the Department:

Louisiana Dept. of Health
Attn: Drinking Water Revolving Loan Fund
P.O. Box 4489
Baton Rouge, Louisiana 70821-4489

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the other party, and may accept notices by facsimile or electronic mail.

SECTION 14.04. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Department, the City, the BLCD and the S&WB and their respective successors and assigns.

SECTION 14.05. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

SECTION 14.06. Amendments, Supplements and Modifications. This Loan Agreement may be amended, supplemented or modified in writing with the consent of both the Department and the City.

SECTION 14.07. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

SECTION 14.08. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

SECTION 14.09. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 14.10. Further Assurances. The City, the BLCD and the S&WB agree, at the request of the Department to authorize, execute, acknowledge and deliver such further resolutions, ordinances, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted under this Loan Agreement.

SECTION 14.11. City to Cooperate in Rating and Issuance of Department's Bonds. The BLCD and the S&WB acknowledge that the Department may assign the Bonds and this Loan Agreement as security for the payment of bonds issued by or on the Department's behalf, and that in order to facilitate the rating of any such bonds the BLCD and the S&WB shall furnish to the Department, any issuer of any such bonds, or any nationally recognized rating agency, such documents and financial reports as may be reasonably required to obtain a rating for such bonds. Further, the BLCD and S&WB agree to perform such acts and execute such further documents and certificates as may be reasonably required by the Department in connection with the issuance of any such bonds.

SECTION 14.12. Continuing Disclosure Obligations. The BLCD hereby acknowledges and agrees that even though the Bonds are initially exempt from the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule") pursuant to section (d)(1) and/or other exemptions to the Rule, in the event the Department

should transfer the Bonds or the Bonds become a source of repayment of "municipal securities" sold through a "primary offering" (as both terms are defined and used in the Rule), it is possible that the City could constitute an "obligated person" as defined and used in the Rule. In that case, the BLCD agrees to comply with the continuing disclosure requirements of the Rule upon notification by the Department of its obligation to do so.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Department and the City have caused this Loan Agreement to be executed, sealed and delivered on this ____ day of _____, 2019, but dated for convenience of the parties as of the date first above-written.

LOUISIANA DEPARTMENT OF
ENVIRONMENTAL QUALITY

By: _____
Karyn Andrews, Undersecretary

* * * * *

Date of Acceptance of Offer
by City

CITY OF NEW ORLEANS, LOUISIANA

_____, 2019

By: _____
LaToya Cantrell, Mayor,
City of New Orleans

SEWERAGE AND WATER BOARD
OF THE CITY OF NEW ORLEANS

ATTEST:

By: _____
LaToya Cantrell, President

By: _____
Ghassan Korban, Executive Director

BOARD OF LIQUIDATION, CITY DEBT

ATTEST:

By: _____
Mary K. Zervigon, President

By: _____
David W. Gernhauser, Secretary

EXHIBIT A
to Loan and Pledge Agreement

DESCRIPTION OF PROJECT

EXHIBIT B
to Loan and Pledge Agreement

ESTIMATED PRINCIPAL REPAYMENT SCHEDULE

The Bond shall mature in twenty (20) installments of principal, payable annually on each June 1, and each annual installment shall be the applicable percentage shown in the following table, rounded to the nearest One Thousand Dollars (\$1,000), of the outstanding principal amount of the Bond (taking into account any principal forgiveness) on the day before the applicable Principal Payment Date:

<u>Date (June 1)</u>	<u>Percentage of Principal</u>	<u>Date (June 1)</u>	<u>Percentage of Principal</u>
2021	4.564%	2031	9.580%
2022	4.827	2032	10.696
2023	5.120	2033	12.090
2024	5.448	2034	13.884
2025	5.817	2035	16.275
2026	6.235	2036	19.624
2027	6.712	2037	24.647
2028	7.264	2038	33.019
2029	7.907	2039	49.764
2030	8.667	2040	100.000

In the event that the Completion Date of the Project being financed with the Bond is on or after June 1, 2021, the principal payment schedule set forth above may be adjusted so that each payment shall be due on the June 1 that is one year later than shown above, provided that in no event shall the final principal payment be more than twenty-two (22) years from the Delivery Date. To exercise the option to defer the principal repayment schedule, the City must so notify the Department in writing prior to December 1, 2020, and certify that the Completion Date will not have occurred prior to June 1, 2021.

EXHIBIT C
to Loan and Pledge Agreement

ESTIMATED COSTS OF THE PROJECT

Construction	\$ _____
Contingencies	
Legal/Administrative	
Basic Engineering Fees	
Other A/E Fees	
Project Inspection	
Design	
Startup Services	
Other (Equipment)	
Miscellaneous	_____
TOTAL	\$ _____

EXHIBIT D
to Loan and Pledge Agreement

FORM OF REQUISITION

REQUEST FOR REIMBURSEMENT CLEAN WATER STATE REVOLVING FUND	FORM RF-105	DEPARTMENT OF ENVIRONMENTAL QUALITY FINANCIAL SERVICES DIVISION P.O. BOX 4303 BATON ROUGE, LOUISIANA 70821-4303 <div style="text-align: right;">Page 1</div>
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DEQ LOAN NUMBER: _____ **PAYMENT REQUEST** _____ **PAYMENT TYPE**
PERIOD COVERED BY THIS REQUEST: FROM _____ **TO** **PARTIAL** X
FINAL _____

RECIPIENT COMMUNITY: NAME: PHONE: FAX:	CONTACT PERSON: NAME: PHONE:
-------------------------------------------------------------------	------------------------------------

LINE ITEM CLASSIFICATIONS	Budget Amount	Previously Requested	Amount Requested	TOTALS
a. Construction				
b. Contingencies				
c. Legal/Administrative				
d. Basic Engineering Fees				
e. Other A/E Fees				
f. Project Inspection				
g. Design				
h. O & M				
i. Startup Services				
j. Other (Equipment)				
k. Miscellaneous				
l.				
m. Total Cumulative to date Sum of lines a through l)				
n. LESS Payments Previously Requested				
o. Amount Requested this Reimbursement				
p. Percentage of Physical Completion				

CERTIFICATION:

"I certify to the best of my knowledge and belief, that the billed costs are in accordance with the terms of the Loan Agreement and that this reimbursement represents the funds due which have not previously been requested, that an inspection has been performed, that all work is in accordance with the terms and conditions of the Loan Agreement, that the project as completed as of the date of this request has been constructed in accordance with the plans and specifications and that the undisbursed portion of the loan amount is sufficient to complete the project in accordance with the plans and specifications and the disbursement schedule."

<hr/> Signature of Engineer or Representative	<hr/> Typed or Printed Name and Title	<hr/> Date
<hr/> Signature of Loan Recipient	<hr/> Typed or Printed Name and Title	<hr/> Date

*** THIS SECTION TO BE COMPLETED BY DEQ ***

PREPARED BY : _____ DATE: _____

APPROVED BY : _____ DATE: _____

EXHIBIT E
to Loan and Pledge Agreement

SAMPLE BIDDER CERTIFICATIONS
RELATING TO USE OF AMERICAN-MADE IRON AND STEEL PRODUCTS

1. Identification of American-made Iron and Steel Products: Consistent with the terms of the Purchaser's bid solicitation and the provisions of Division G, Title II (Environmental Protection Agency - State and Tribal Assistance Grants) of the Consolidated Appropriations Act, 2018 (Public Law 115-141), the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron and steel, products for every component contained in the bid solicitation where such American-made iron and steel products are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

2. Verification of U.S. Production: The Bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each iron or steel product so identified.

3. Documentation Regarding Non-American-made Iron or Steel Products: The Bidder certifies that for any iron or steel product that is not American-made and is so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:

- (a) Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such product, and an analysis that supports its applicability to the component or components;
- (b) Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made iron or steel products but has determined that such products are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.

4. Information and Detailed Justification Regarding Non-American-made Iron or Steel Product: The Bidder certifies that for any such iron or steel product that is not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made product that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such product. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such product.

* * * * *

**SAMPLE CONTRACT LANGUAGE
RELATING TO USE OF AMERICAN-MADE IRON AND STEEL PRODUCTS**

The Contractor acknowledges to and for the benefit of the Louisiana Department of Environmental Quality (the "Purchaser") and the Clean Water State Revolving Fund (the "SRF") that it understands the goods and services under this Agreement are being funded with monies made available by the SRF and that Title II, Division G of the Consolidated Appropriations Act, 2018 contains provisions commonly known as "Buy American;" that requires all of the iron and steel products used in the project be produced in the United States ("Buy American Requirements") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the SRF that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the SRF. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or SRF to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or SRF resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the SRF or any damages owed to the SRF by the Purchaser). While the Contractor has no direct contractual privity with the SRF, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the SRF is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the SRF.

STATE OF LOUISIANA

PARISH OF ORLEANS

I, the undersigned Executive Director of the Sewerage and Water Board of New Orleans (the "Sewerage and Water Board"), do hereby certify that the foregoing pages constitute a true and correct copy of the Third Supplemental Sewerage Service Revenue Bond Resolution adopted by the Sewerage and Water Board on August [21], 2019, authorizing the issuance of the Sewerage Service Revenue Bond, Series 2019, of the City of New Orleans, Louisiana, in the maximum principal amount of Twenty-Five Million Dollars (\$25,000,000) in accordance with the terms of the General Sewerage Service Revenue Bond Resolution; prescribing the form and certain terms and conditions of said Series 2019 Bond; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the [21st] day of August, 2019.

Executive Director of the Sewerage
and Water Board of New Orleans

ACCEPTANCE OF THE REPORT ON OPERATIONS FOR 2017

WHEREAS, Black & Veatch was authorized by this second renewal to prepare the Report on Operations for 2017; and

WHEREAS, the completed report covering adherence to Bond resolutions, financing of future projects and operations has been completed and delivered to the Board; and

WHEREAS, a review by staff indicates that the report is satisfactory in all respects.

NOW THEREFORE BE IT RESOLVED, that the 2017 Report on Operations is accepted as complete.

I, Ghassan Korban, Executive Director,
Sewerage and Water Board of New Orleans,
do hereby certify that the above and foregoing
is a true and correct copy of the resolution
adopted at a Regular Monthly Meeting of
said Board, duly called and held, according
to law on August 21, 2019.

GHASSAN KORBAN
EXECUTIVE DIRECTOR
SEWERAGE AND WATER BOARD OF NEW ORLEANS

SEWERAGE AND WATER BOARD OF NEW ORLEANS

The following resolution was offered by _____ and seconded by _____:

RESOLUTION

A resolution designating the Executive Director of the Sewerage and Water Board of New Orleans as an Authorized Officer of the Sewerage and Water Board of New Orleans.

WHEREAS, pursuant to Part III, Chapter 9, Title 33 of the Louisiana Revised Statutes of 1950, as amended, in particular Section 4121 thereof (the "Act"), the Sewerage and Water Board of New Orleans (the "Board") in the name of the City of New Orleans, Louisiana (the "City") is authorized to issue bonds; and;

WHEREAS, on May 21, 2014 the Board adopted a General Sewerage Service Revenue Bond Resolution entitled "A resolution authorizing the issuance from time to time of Sewerage Service Revenue Bonds of the City of New Orleans, Louisiana, providing for the general terms, form, manner of payment and security for payment of said bonds, providing for the issuance of a series of Sewerage Service Revenue and Refunding Bonds, and providing for other matters in connection therewith" (the "General Sewerage Resolution") and a General Water Bond Resolution entitled "A resolution authorizing the issuance from time to time of Water Revenue Bonds of the City of New Orleans, Louisiana, providing for the general terms, form, manner of payment and security for payment of said bonds, providing for the issuance of a series of Water Revenue and Refunding Bonds, and providing for other matters in connection therewith" (the "General Water Resolution" and together with the General Sewerage Resolution, the "General Bond Resolutions");

WHEREAS, the General Bond Resolutions define an "Authorized Officer" as any officer, employee, agent or other person authorized by resolution of the Board to act on behalf of the Board for any purpose of the General Bond Resolution; and

WHEREAS, the Board desires to designate the Executive Director of the Board as an Authorized Officer within the meaning of the General Bond Resolutions;

NOW THEREFORE, BE IT RESOLVED by the Board:

SECTION 1. The Executive Director is hereby designated as an Authorized Officer of the Board to act on behalf of the Board for the purposes of the General Bond Resolutions.

SECTION 2. The President, the President Pro Tem and the Executive Director of the Board are hereby further authorized and directed, for and on behalf of the Board, to do all things necessary, on the advice of counsel to the Board, to effectuate and implement this resolution.

SECTION 3. This resolution shall become effective immediately upon its ratification.

SECTION 4. All prior acts of the Executive Director under the General Bond Resolutions are hereby ratified.

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

<u>Member</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstaining</u>
LaToya Cantrell	_____	_____	_____	_____
Jay H. Banks	_____	_____	_____	_____
Robin Barnes	_____	_____	_____	_____
Tamika Duplessis, Ph. D	_____	_____	_____	_____
Alejandra Guzman	_____	_____	_____	_____
Janet Howard	_____	_____	_____	_____
Ralph Johnson	_____	_____	_____	_____
Joseph Peychaud	_____	_____	_____	_____
Lynes R. "Poco" Sloss	_____	_____	_____	_____
Maurice G. Sholas	_____	_____	_____	_____

This resolution was declared adopted on the ____ day of August, 2019.

STATE OF LOUISIANA

PARISH OF ORLEANS

I, the undersigned Executive Director of the Sewerage and Water Board of New Orleans (the "Sewerage and Water Board"), do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the Sewerage and Water Board on August __, 2019, designating the Executive Director of the Sewerage and Water Board as an Authorized Officer within the meaning of resolutions adopted by the Sewerage and Water Board on May 21, 2014.

IN FAITH WHEREOF, witness the Executive Director of the Sewerage and Water Board of New Orleans' official signature on this, the ____ day of August, 2019.

Executive Director of the Sewerage
and Water Board of New Orleans

SEWERAGE AND WATER BOARD OF NEW ORLEANS

PRELIMINARY APPROVAL FOR SEWERAGE SYSTEM BONDS

The following resolution was offered by _____ and seconded by _____:

RESOLUTION

A resolution amending Resolution R-111-2019 adopted on June 19, 2019, giving preliminary approval to the issuance of not to exceed Ten Million Dollars (\$10,000,000) Sewerage Service Revenue Bonds of the City of New Orleans, Louisiana, to increase the authorized principal amount to not to exceed Twenty-Five Million Dollars (\$25,000,000) and providing for other matters in connection therewith.

WHEREAS, the Sewerage and Water Board of New Orleans (the "Sewerage and Water Board") has adopted a General Sewerage Service Revenue Bond Resolution on May 21, 2014 (the "General Bond Resolution"), authorizing the issuance from time to time of Sewerage Service Revenue Bonds of the City, as supplemented through the Second Supplemental Sewerage Service Revenue Bond Resolution; and

WHEREAS, the Sewerage and Water Board adopted Resolution R-111-2019 on June 19, 2019 (the "Prior Resolution"), authorizing the issuance of not to exceed Ten Million Dollars (\$10,000,000) Sewerage Service Revenue Bonds of the City of New Orleans, Louisiana (the "Bonds"), in the manner authorized and provided by Part III of Chapter 9 of Title 33 of the Revised Statutes of Louisiana, as amended, and other constitutional and statutory authority, including R.S. 30:2301 *et seq* (collectively, the "Act"), for the purpose of paying Costs of Capital Improvements (each as defined in the General Bond Resolution), funding a deposit to a debt service reserve fund, and paying the costs of issuance associated therewith; and

WHEREAS, the Sewerage and Water Board now desires to amend the Prior Resolution in order to increase the authorized amount of Bonds to not exceeding Twenty-Five Million Dollars (\$25,000,000); and

NOW, THEREFORE, BE IT RESOLVED by the Sewerage and Water Board of New Orleans, as follows:

SECTION 1. Amendment of Prior Resolution. The Prior Resolution is hereby amended to provide that "Ten Million Dollars (\$10,000,000)" shall be replaced with "Twenty-Five Million Dollars (\$25,000,000)" in every place it appears.

SECTION 2. Repealer and Effective Date. Except as expressly amended herein, the Prior Resolution, as defined in the preamble hereto, shall remain in full force and effect. This Resolution shall take effect immediately upon its adoption by this Governing Authority.

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

<u>Member</u>	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstaining</u>
Jay H. Banks	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Robin Barnes	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Tamika Duplessis, Ph. D	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Alejandra Guzman	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Janet Howard	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Ralph Johnson	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Joseph Peychaud	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Glen Pilie'	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Lynes R. "Poco" Sloss	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Maurice G. Sholas	<u> </u>	<u> </u>	<u> </u>	<u> </u>

And the resolution was declared adopted on this 21st day of August, 2019.

STATE OF LOUISIANA

PARISH OF ORLEANS

I, the undersigned Executive Director of the Sewerage and Water Board of New Orleans (the "Sewerage and Water Board"), do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the Sewerage and Water Board on August 21, 2019, amending Resolution R-111-2019 adopted on June 19, 2019, giving preliminary approval to the issuance of not to exceed Ten Million Dollars (\$10,000,000) Sewerage Service Revenue Bonds of the City of New Orleans, Louisiana, to increase the authorized principal amount to not exceed Twenty-Five Million Dollars (\$25,000,000) and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the 21st day of August, 2019.

Executive Director of the Sewerage
and Water Board of New Orleans

**RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO
COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE STATE OF LOUISIANA
AND THE SEWERAGE AND WATER BOARD OF NEW ORLEANS**

WHEREAS, the State of Louisiana (the "State") and the Sewerage and Water Board of New Orleans (the "Board") entered into a Cooperative Endeavor Agreement dated July 19, 2006 (the "2006 Agreement") in connection with the loan of Seventy-Seven Million Four Hundred Sixty-Five Thousand Two Hundred Forty-Six and 95/100 Dollars (\$77,465,246.95) to the Board pursuant to Act No. 41 of the First Extraordinary Session of the Louisiana Legislature of 2006; and

WHEREAS, the State desires to enter into Amendment No. 1 to the 2006 Agreement (the "Amendment") to extend the repayment period for the loan referenced in the 2006 Agreement in order to ensure repayment by the Board of amounts due under the 2006 Agreement; and

WHEREAS, Board desires to authorize the execution of the Amendment in order to extend repayment of the Loan from July 15, 2026 to July 15, 2031; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Sewerage and Water Board that:

SECTION 1. The Executive Director of the Board is hereby authorized to execute the Amendment.

SECTION 2. The President, the President Pro Tem, and the Executive Director of the Board are hereby further authorized and directed, for and on behalf of the Board, to do all things necessary, on the advice of bond counsel to the Board, to effectuate and implement this resolution.

I, Ghassan Korban, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board duly called and held, according to law, on August 21, 2019.

Ghassan Korban
Executive Director
SEWERAGE AND WATER BOARD OF NEW ORLEANS

INFORMATION ITEMS



SEWERAGE AND WATER BOARD OF NEW ORLEANS

August 14, 2019

Finance and Administration Committee
Sewerage and Water Board of New Orleans
New Orleans, Louisiana

Unaudited Financial Results through June 2019

Attached are the *Statement of Revenues, Expenses, and Changes in Net Position* with budget and prior year comparisons for the water, sewer, drainage and total systems through June 2019. The Variance Indicators for Financial Results through June 2019 is also attached. Also, attached is the Unrestricted Cash in days through June 2019.

Operating Revenues:

Water System Fund (pages 7 and 8, line 5) June 2019 MTD operating revenues of \$10,489,775 is \$1,743,304 (or 19.9%) more than budgeted and \$4,205,185 (or 66.9%) more than June 2018 MTD. June 2019 YTD operating revenues of \$55,814,278 is \$3,335,454 (or 6.4%) more than budgeted and \$14,116,822 (or 33.9%) more than June 2018 YTD.

Sewer System Fund (pages 13 and 14, line 5) June 2019 MTD operating revenues of \$12,683,672 is \$1,992,603 (or 18.6%) more than budgeted and \$4,651,552 (or 57.9%) more than June 2018 MTD. June 2019 YTD operating revenues of \$69,383,898 is \$5,237,480 (or 8.2%) more than budgeted and \$17,245,329 (or 33.1%) more than June 2018 YTD.

Drainage System Fund (pages 19 and 20, line 5) June 2019 MTD operating revenues of \$7,701 is more than budgeted and is \$5,601 (or 266.7%) more than June 2018 MTD. June 2019 YTD operating revenues of \$20,362 more than budgeted and is \$72,616 (or 78.1%) less than June 2018 YTD.

Total System Funds (pages 1 and 2, line 5) June 2019 MTD operating revenues of \$23,181,149 is \$3,743,608 (or 19.3%) more than budgeted and \$8,862,338 (or 61.9%) more than June 2018 MTD. June 2019 YTD operating revenues of \$125,218,538 is \$8,593,296 (or 7.4%) more than budgeted and \$31,289,535 (or 33.3%) more than June 2018 YTD.

Operating Expenses:

Water System Fund (pages 7 and 8, line 18) June 2019 MTD operating expenses of \$6,877,590 is \$1,675,677 (or 19.6%) less than budgeted and \$876,558 (or 14.6%) more than June 2018 MTD. June 2019 YTD operating expenses of \$45,599,469 is \$5,720,138 (or 11.1%) less than budgeted and \$5,212,829 (or 12.9%) more than June 2018 YTD.

Sewer System Fund (pages 13 and 14, line 18) June 2019 MTD operating expenses of \$7,737,005 is \$2,094,049 (or 21.3%) less than budgeted and \$871,834 (or 12.7%) more than June 2018 MTD. June 2019 YTD operating expenses of \$47,328,712 is \$11,657,612 (or 19.8%) less than budgeted and \$2,900,213 (or 6.5%) more than June 2018 YTD.

Drainage System Fund (pages 19 and 20, line 18) June 2019 MTD operating expenses of \$4,833,564 is \$1,918,435 (or 28.4%) less than budgeted and \$462,229 (or 8.7%) less than June 2018 MTD. June 2019 YTD operating expenses of \$31,140,423 is \$9,371,569 (or 23.1%) less than budgeted and \$4,911,577 (or 13.6%) less than June 2018 YTD.

Total System Funds (pages 1 and 2, line 18) June 2019 MTD operating expenses of \$19,448,159 is \$5,688,161 (or 22.6%) less than budgeted and \$1,286,164 (or 7.1%) more than June 2018 MTD. June 2019 YTD operating expenses of \$124,068,604 is \$26,749,319 (or 17.7%) less than budgeted and \$3,201,466 (or 2.6%) more than June 2018 YTD.



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Non-Operating Revenues:

Water System Fund (pages 7 and 8, line 28) June 2019 MTD non-operating revenues of \$60 is \$217,107 (or 100.0%) less than budgeted and \$53,846 (or 99.9%) less than June 2018 MTD. June 2019 YTD non-operating revenues of \$361,765 is \$941,235 (or 72.2%) less than budgeted and \$90,851 (or 33.5%) more than June 2018 YTD.

Sewer System Fund (pages 13 and 14, line 28) June 2019 MTD non-operating revenues of \$4 is \$231,170 (or 100.0%) less than budgeted and \$23,572 (or 100.0%) less than June 2018 MTD. June 2019 YTD non-operating revenues of \$387,995 is \$999,048 (or 72.0%) less than budgeted and \$246,341 (or 173.9%) more than June 2018 YTD.

Drainage System Fund (pages 19 and 20, line 28) June 2019 MTD non-operating revenues of \$282,122 is \$4,824,426 (or 94.5%) less than budgeted and \$7,872,940 (or 96.5%) less than June 2018 MTD. June 2019 YTD non-operating revenues of \$53,351,646 is \$22,712,353 (or 74.1%) more than budgeted and \$951,009 (or 1.8%) more than June 2018 YTD.

Total System Funds (pages 1 and 2, line 28) June 2019 MTD non-operating revenues of \$282,186 is \$5,272,703 (or 94.9%) less than budgeted and \$7,950,357 (or 96.6%) less than June 2018 MTD. June 2019 YTD non-operating revenues of \$54,101,406 is \$20,772,070 (or 62.3%) more than budgeted and \$1,288,200 (or 2.4%) more than June 2018 YTD.

Income Before Contributions in Aid of Construction:

Water System Fund (pages 7 and 8, line 29) June 2019 MTD income before contributions of \$3,612,244 is \$3,201,875 (or 780.2%) more than budgeted and \$3,274,781 (or 970.4%) more than June 2018 MTD. June 2019 YTD income before capital contributions of \$10,576,574 is \$8,114,358 (or 329.6%) more than budgeted and \$8,994,844 (or 568.7%) more than June 2018 YTD.

Sewer System Fund (pages 13 and 14, line 29) June 2019 MTD income before contributions of \$4,946,672 is \$3,855,482 (or 353.3%) more than budgeted and \$3,756,146 (or 315.5%) more than June 2018 MTD. June 2019 YTD income before capital contributions of \$22,443,181 is \$15,896,044 (or 242.8%) more than budgeted and \$14,591,456 (or 185.8%) more than June 2018 YTD.

Drainage System Fund (pages 19 and 20, line 29) June 2019 MTD income before contributions of -\$4,543,740 is \$2,898,290 (or 176.1%) less than budgeted and \$7,405,110 (or 258.8%) less than June 2018 MTD. June 2019 YTD income before capital contributions of \$22,231,585 is \$32,104,284 (or 325.2%) more than budgeted and \$5,789,969 (or 35.2%) more than June 2018 YTD.

Total System Funds (pages 1 and 2, line 29) June 2019 MTD income before contributions of \$4,015,176 is \$4,159,067 (or 2890.4%) more than budgeted and \$374,183 (or 8.5%) less than June 2018 MTD. June 2019 YTD income before capital contributions of \$55,251,340 is \$56,114,686 (or 6499.7%) more than budgeted and \$29,376,269 (or 113.5%) more than June 2018 YTD.



SEWERAGE AND WATER BOARD OF NEW ORLEANS

The balances of funds from the Series 2014 bond proceeds available for capital construction as of June 30, 2019 are:

	Water	Sewer	Total
Original Balance	\$ 44,889.52	-	\$ 44,889.52
Less Disbursements		-	-
Plus Reimbursements	-	-	-
Plus Income	36.90	-	36.90
Ending Balance	\$ 44,926.42	-	\$ 44,926.42

The balances of funds from the Series 2015 bond proceeds available for capital construction as of June 30, 2019 are:

	Water	Sewer	Total
Original Balance	\$ 3,461.47	\$ 5,950.35	\$ 9,411.82
Less Disbursements	-	-	-
Plus Reimbursements	-	-	-
Plus Income	2.85	3.91	6.76
Ending Balance	\$ 3,464.32	\$ 5,954.26	\$ 9,418.58

Total	\$48,390.74	\$5,954.26	\$54,345.00
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The days-of-cash at June 30, 2019 were 89 days for the water system, 28 days for the sewer system, 129 days for the drainage system and 65 days for the total systems. Combined the total system results were below the minimum policy target of 180 days. Individually, each system, Water, Sewer and Drainage, did not meet its policy target of 180 days.

The projected coverage for the year ending June 30, 2019, based upon financial results through June 30, 2019, is at the levels of 1.25 times for the water system and 1.58 times for the sewer system. Water is at the bond covenant level of 1.25. Sewer is above the bond covenant minimum of 1.25. Water system is below the policy target of 1.50 times and sewer system is above the policy target of 1.50.

Certification. In connection with the accompanying unaudited monthly financial report of the Sewerage and Water Board of New Orleans for the period ending June 30, 2019, I hereby certify that, to my knowledge, the preliminary information contained in the report presents the financial condition and results of the Board.

Rosita Thomas
Finance Administrator

SEWERAGE AND WATER BOARD OF NEW ORLEANS
ALL SYSTEM FUNDS
STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION
WITH PRIOR YEAR COMPARISONS
June 2019 Closed

	A	B	C	D	E	F	G	H
	MTD Actual	MTD Prior Year	MTD Variance	%	YTD Actual	YTD Prior Year	YTD Variance	%
Operating revenues:								
1 Sales of water and delinquent fees	10,261,110	6,140,746	4,120,364	67.1%	53,939,915	40,739,408	13,200,507	32.4%
2 Sewerage service charges and del fees	12,400,439	7,931,100	4,469,339	56.4%	68,662,292	51,524,678	17,137,614	33.3%
3 Plumbing inspection and license fees	33,370	48,080	(14,710)	-30.6%	276,890	327,590	(50,700)	-15.5%
4 Other revenues	486,230	198,884	287,345	144.5%	2,339,441	1,337,327	1,002,114	74.9%
5 Total operating revenues	23,181,149	14,318,810	8,862,338	61.9%	125,218,538	93,929,003	31,289,535	33.3%
Operating Expenses:								
6 Power and pumping	1,454,676	1,899,502	(444,826)	-23.4%	8,303,622	15,948,934	(7,645,312)	-47.9%
7 Treatment	1,672,581	1,785,323	(112,742)	-6.3%	6,993,666	8,110,833	(1,117,166)	-13.8%
8 Transmission and distribution	2,731,361	948,288	1,783,073	188.0%	16,798,281	16,031,527	766,754	4.8%
9 Customer accounts	384,784	336,914	47,870	14.2%	2,505,880	1,682,265	823,616	49.0%
10 Customer service	332,187	245,010	87,177	35.6%	2,278,810	1,351,359	927,451	68.6%
11 Administration and general	2,300,872	1,512,944	787,928	52.1%	19,854,918	10,749,091	9,105,827	84.7%
12 Payroll related	3,409,468	3,870,728	(461,260)	-11.9%	21,754,163	23,221,943	(1,467,780)	-6.3%
13 Maintenance of general plant	1,747,535	2,220,610	(473,075)	-21.3%	12,824,997	11,370,012	1,454,985	12.8%
14 Depreciation	4,954,114	4,954,113	1	0.0%	29,724,682	29,724,678	4	0.0%
15 Amortization	-	-	-	0.0%	-	-	-	0.0%
16 Provision for doubtful accounts	276,461	184,570	91,891	49.8%	1,658,764	1,107,420	551,344	49.8%
17 Provision for claims	184,121	203,993	(19,872)	-9.7%	1,370,820	1,569,077	(198,257)	-12.6%
18 Total operating expenses	19,448,159	18,161,995	1,286,164	7.1%	124,068,604	120,867,138	3,201,466	2.6%
19 Operating income (loss)	3,732,990	(3,843,185)	7,576,175	-197.1%	1,149,934	(26,938,135)	28,088,069	-104.3%
Non-operating revenues (expense):								
20 Two-mill tax	-	27	(27)	-100.0%	23	62	(39)	-62.5%
21 Three-mill tax	69,020	2,462,438	(2,393,418)	-97.2%	14,554,669	14,551,670	2,999	0.0%
22 Six-mill tax	72,766	2,475,543	(2,402,777)	-97.1%	15,354,496	15,129,565	224,931	1.5%
23 Nine-mill tax	109,074	3,210,716	(3,101,642)	-96.6%	23,015,763	22,678,602	337,161	1.5%
24 Interest income	31,307	83,820	(52,513)	-62.6%	879,027	452,989	426,038	94.1%
25 Other Income	-	-	-	0.0%	297,272	-	297,272	0.0%
26 Interest expense	-	-	-	0.0%	-	-	-	0.0%
27 Operating and maintenance grants	20	-	20	0.0%	156	317	(161)	-50.9%
28 Total non-operating revenues	282,186	8,232,544	(7,950,357)	-96.6%	54,101,406	52,813,205	1,288,200	2.4%
29 Income before capital contributions	4,015,176	4,389,359	(374,183)	-8.5%	55,251,340	25,875,070	29,376,269	113.5%
30 Capital contributions	1,205,245	10,499,309	(9,294,064)	-88.5%	8,890,424	24,962,028	(16,071,604)	-64.4%
31 Change in net position	5,220,421	14,888,668	(9,668,246)	-64.9%	64,141,764	50,837,098	13,304,665	26.2%
32 Net position, beginning of year	-	-	-	-	2,244,801,991	2,168,991,445	75,810,546	3.5%
33 Net position, end of year	-	-	-	-	2,308,943,755	2,219,828,543	89,115,211	4.0%

SEWERAGE AND WATER BOARD OF NEW ORLEANS
ALL SYSTEM FUNDS
STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION
WITH BUDGET COMPARISONS
June 2019 Closed

	A	B	C	D	E	F	G	H
	MTD	MTD	MTD	%	YTD	YTD	YTD	%
	Actual	Budget	Variance		Actual	Budget	Variance	
Operating revenues:								
1 Sales of water and delinquent fees	10,261,110	8,699,383	1,561,727	18.0%	53,939,915	52,196,301	1,743,615	3.3%
2 Sewerage service charges and del fees	12,400,439	10,647,154	1,753,285	16.5%	68,662,292	63,882,924	4,779,369	7.5%
3 Plumbing inspection and license fees	33,370	50,380	(17,010)	-33.8%	276,890	302,280	(25,390)	-8.4%
4 Other revenues	486,230	40,623	445,607	1096.9%	2,339,441	243,738	2,095,703	859.8%
5 Total operating revenues	23,181,149	19,437,540	3,743,608	19.3%	125,218,538	116,625,242	8,593,296	7.4%
Operating Expenses:								
6 Power and pumping	1,454,676	2,973,019	(1,518,343)	-51.1%	8,303,622	17,838,113	(9,534,491)	-53.5%
7 Treatment	1,672,581	2,079,897	(407,315)	-19.6%	6,993,666	12,479,379	(5,485,713)	-44.0%
8 Transmission and distribution	2,731,361	3,691,912	(960,550)	-26.0%	16,798,281	22,151,469	(5,353,188)	-24.2%
9 Customer accounts	384,784	513,844	(129,060)	-25.1%	2,505,880	3,083,066	(577,185)	-18.7%
10 Customer service	332,187	425,314	(93,127)	-21.9%	2,278,810	2,551,882	(273,072)	-10.7%
11 Administration and general	2,300,872	4,607,670	(2,306,798)	-50.1%	19,854,918	27,646,019	(7,791,101)	-28.2%
12 Payroll related	3,409,468	3,088,724	320,744	10.4%	21,754,163	18,532,345	3,221,818	17.4%
13 Maintenance of general plant	1,747,535	2,439,844	(692,309)	-28.4%	12,824,997	14,639,063	(1,814,066)	-12.4%
14 Depreciation	4,954,114	4,988,917	(34,803)	-0.7%	29,724,682	29,933,500	(208,818)	-0.7%
15 Amortization	-	-	-	0.0%	-	-	-	0.0%
16 Provision for doubtful accounts	276,461	-	276,461	0.0%	1,658,764	-	1,658,764	0.0%
17 Provision for claims	184,121	327,181	(143,061)	-43.7%	1,370,820	1,963,088	(592,268)	-30.2%
18 Total operating expenses	19,448,159	25,136,321	(5,688,161)	-22.6%	124,068,604	150,817,923	(26,749,319)	-17.7%
19 Operating income (loss)	3,732,990	(5,698,780)	9,431,770	-165.5%	1,149,934	(34,192,682)	35,342,616	-103.4%
Non-operating revenues (expense):								
20 Two-mill tax	-	-	-	0.0%	23	-	23	0.0%
21 Three-mill tax	69,020	1,459,579	(1,390,559)	-95.3%	14,554,669	8,757,473	5,797,196	66.2%
22 Six-mill tax	72,766	1,382,106	(1,309,341)	-94.7%	15,354,496	8,292,639	7,061,857	85.2%
23 Nine-mill tax	109,074	2,187,819	(2,078,745)	-95.0%	23,015,763	13,126,912	9,888,851	75.3%
24 Interest income	31,307	-	31,307	0.0%	879,027	-	879,027	0.0%
25 Other Income	-	148,462	(148,462)	-100.0%	297,272	890,772	(593,500)	-66.6%
26 Interest expense	-	-	-	0.0%	-	-	-	0.0%
27 Operating and maintenance grants	20	376,923	(376,903)	-100.0%	156	2,261,541	(2,261,385)	-100.0%
28 Total non-operating revenues	282,186	5,554,889	(5,272,703)	-94.9%	54,101,406	33,329,336	20,772,070	62.3%
29 Income before capital contributions	4,015,176	(143,891)	4,159,067	-2890.4%	55,251,340	(863,346)	56,114,686	-6499.7%
30 Capital contributions	1,205,245	-	1,205,245	0.0%	8,890,424	-	8,890,424	0.0%
31 Change in net position	5,220,421	(143,891)	5,364,312	-3728.0%	64,141,764	(863,346)	65,005,110	-7529.4%
32 Net position, beginning of year					2,244,801,991	2,168,991,445	75,810,546	3.5%
33 Net position, end of year					2,308,943,755	2,168,128,099	140,815,656	6.5%

SEWERAGE AND WATER BOARD OF NEW ORLEANS
WATER SYSTEM FUND
STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION
WITH PRIOR YEAR COMPARISONS
June 2019 Closed

	A	B	C	D	E	F	G	H
	MTD Actual	MTD Prior Year	MTD Variance	%	YTD Actual	YTD Prior Year	YTD Variance	%
Operating revenues:								
1 Sales of water and delinquent fees	10,261,110	6,140,746	4,120,364	67.1%	53,939,915	40,739,408	13,200,507	32.4%
2 Sewerage service charges and del fees	-	-	-	0.0%	-	-	-	0.0%
3 Plumbing inspection and license fees	16,835	24,040	(7,205)	-30.0%	140,050	165,205	(25,155)	-15.2%
4 Other revenues ¹	211,830	119,804	92,026	76.8%	1,734,313	792,843	941,470	118.7%
5 Total operating revenues	10,489,775	6,284,590	4,205,185	66.9%	55,814,278	41,697,456	14,116,822	33.9%
Operating Expenses:								
6 Power and pumping	231,940	99,344	132,596	133.5%	1,347,096	957,845	389,251	40.6%
7 Treatment	726,404	562,047	164,357	29.2%	4,426,733	3,773,167	653,567	17.3%
8 Transmission and distribution	1,591,775	812,208	779,567	96.0%	8,507,343	8,350,653	156,691	1.9%
9 Customer accounts	191,158	140,927	50,231	35.6%	1,246,576	824,686	421,890	51.2%
10 Customer service	162,680	93,953	68,727	73.2%	1,123,105	653,114	469,991	72.0%
11 Administration and general	811,137	506,546	304,591	60.1%	6,771,530	3,867,408	2,904,122	75.1%
12 Payroll related	1,255,771	1,409,514	(153,743)	-10.9%	8,051,278	8,703,970	(652,692)	-7.5%
13 Maintenance of general plant	660,690	1,184,504	(523,814)	-44.2%	6,542,372	5,948,407	593,966	10.0%
14 Depreciation	1,018,044	1,018,043	1	0.0%	6,108,261	6,108,258	3	0.0%
15 Amortization	-	-	-	0.0%	-	-	-	0.0%
16 Provision for doubtful accounts	154,529	95,834	58,695	61.2%	927,176	575,004	352,172	61.2%
17 Provision for claims	73,463	78,113	(4,650)	-6.0%	547,999	624,131	(76,132)	-12.2%
18 Total operating expenses	6,877,590	6,001,033	876,558	14.6%	45,599,469	40,386,640	5,212,829	12.9%
19 Operating income (loss)	3,612,184	283,558	3,328,627	1173.9%	10,214,809	1,310,816	8,903,993	679.3%
Non-operating revenues (expense):								
20 Two-mill tax	-	-	-	0.0%	-	-	-	0.0%
21 Three-mill tax	-	-	-	0.0%	-	-	-	0.0%
22 Six-mill tax	-	-	-	0.0%	-	-	-	0.0%
23 Nine-mill tax	-	-	-	0.0%	-	-	-	0.0%
24 Interest income	40	53,906	(53,866)	-99.9%	229,810	270,597	(40,787)	-15.1%
25 Other Income	-	-	-	0.0%	132,286	-	132,286	0.0%
26 Interest expense	-	-	-	0.0%	-	-	-	0.0%
27 Operating and maintenance grants	20	-	20	0.0%	(331)	317	(648)	-204.5%
28 Total non-operating revenues	60	53,906	(53,846)	-99.9%	361,765	270,914	90,851	33.5%
29 Income before capital contributions	3,612,244	337,463	3,274,781	970.4%	10,576,574	1,581,730	8,994,844	568.7%
30 Capital contributions	522,649	3,010,284	(2,487,635)	-82.6%	3,123,098	13,501,840	(10,378,742)	-76.9%
31 Change in net position	4,134,894	3,347,747	787,146	23.5%	13,699,672	15,083,570	(1,383,898)	-9.2%
32 Net position, beginning of year					337,709,558	321,210,491	16,499,067	5.1%
33 Net position, end of year					351,409,230	336,294,061	15,115,169	4.5%

SEWERAGE AND WATER BOARD OF NEW ORLEANS
WATER SYSTEM FUND
STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION
WITH BUDGET COMPARISONS
June 2019 Closed

	A	B	C	D	E	F	G	H
	MTD Actual	MTD Budget	MTD Variance	%	YTD Actual	YTD Budget	YTD Variance	%
Operating revenues:								
1 Sales of water and delinquent fees	10,261,110	8,699,383	1,561,727	18.0%	53,939,915	52,196,301	1,743,615	3.3%
2 Sewerage service charges and del fees	-	-	-	0.0%	-	-	-	0.0%
3 Plumbing inspection and license fees	16,835	26,557	(9,722)	-36.6%	140,050	159,344	(19,294)	-12.1%
4 Other revenues	211,830	20,530	191,300	931.8%	1,734,313	123,180	1,611,133	1308.0%
5 Total operating revenues	10,489,775	8,746,471	1,743,304	19.9%	55,814,278	52,478,824	3,335,454	6.4%
Operating Expenses:								
6 Power and pumping	231,940	203,569	28,370	13.9%	1,347,096	1,221,416	125,680	10.3%
7 Treatment	726,404	864,328	(137,923)	-16.0%	4,426,733	5,185,966	(759,232)	-14.6%
8 Transmission and distribution	1,591,775	1,712,244	(120,469)	-7.0%	8,507,343	10,273,466	(1,766,122)	-17.2%
9 Customer accounts	191,158	255,719	(64,561)	-25.2%	1,246,576	1,534,312	(287,736)	-18.8%
10 Customer service	162,680	209,805	(47,125)	-22.5%	1,123,105	1,258,829	(135,724)	-10.8%
11 Administration and general	811,137	1,555,394	(744,258)	-47.9%	6,771,530	9,332,367	(2,560,837)	-27.4%
12 Payroll related	1,255,771	1,199,897	55,874	4.7%	8,051,278	7,199,379	851,899	11.8%
13 Maintenance of general plant	660,690	1,102,523	(441,833)	-40.1%	6,542,372	6,615,139	(72,766)	-1.1%
14 Depreciation	1,018,044	1,329,750	(311,706)	-23.4%	6,108,261	7,978,500	(1,870,239)	-23.4%
15 Amortization	-	-	-	0.0%	-	-	-	0.0%
16 Provision for doubtful accounts	154,529	-	154,529	0.0%	927,176	-	927,176	0.0%
17 Provision for claims	73,463	120,039	(46,576)	-38.8%	547,999	720,235	(172,236)	-23.9%
18 Total operating expenses	6,877,590	8,553,268	(1,675,677)	-19.6%	45,599,469	51,319,607	(5,720,138)	-11.1%
19 Operating income (loss)	3,612,184	193,203	3,418,982	1769.6%	10,214,809	1,159,217	9,055,592	781.2%
Non-operating revenues (expense):								
20 Two-mill tax	-	-	-	0.0%	-	-	-	0.0%
21 Three-mill tax	-	-	-	0.0%	-	-	-	0.0%
22 Six-mill tax	-	-	-	0.0%	-	-	-	0.0%
23 Nine-mill tax	-	-	-	0.0%	-	-	-	0.0%
24 Interest income	40	-	40	0.0%	229,810	-	229,810	0.0%
25 Other Income	-	104,090	(104,090)	-100.0%	132,286	624,538	(492,251)	-78.8%
26 Interest expense	-	-	-	0.0%	-	-	-	0.0%
27 Operating and maintenance grants	20	113,077	(113,057)	-100.0%	(331)	678,462	(678,793)	-100.0%
28 Total non-operating revenues	60	217,167	(217,107)	-100.0%	361,765	1,303,000	(941,235)	-72.2%
29 Income before capital contributions	3,612,244	410,369	3,201,875	780.2%	10,576,574	2,462,217	8,114,358	329.6%
30 Capital contributions	522,649	-	522,649	0.0%	3,123,098	-	3,123,098	0.0%
31 Change in net position	4,134,894	410,369	3,724,524	907.6%	13,699,672	2,462,217	11,237,455	456.4%
32 Net position, beginning of year					337,709,558	321,210,491	16,499,067	5.1%
33 Net position, end of year					351,409,230	323,672,708	27,736,522	8.6%

SEWERAGE AND WATER BOARD OF NEW ORLEANS
SEWER SYSTEM FUND
STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION
WITH PRIOR YEAR COMPARISONS
June 2019 Closed

	A	B	C	D	E	F	G	H
	MTD	MTD	MTD	%	YTD	YTD	YTD	%
	Actual	Prior Year	Variance		Actual	Prior Year	Variance	
Operating revenues:								
1 Sales of water and delinquent fees	-	-	-	0.0%	-	-	-	0.0%
2 Sewerage service charges and del fees	12,400,439	7,931,100	4,469,339	56.4%	68,662,292	51,524,678	17,137,614	10553.7%
3 Plumbing inspection and license fees	16,535	24,040	(7,505)	-31.2%	136,840	162,385	(25,545)	-5.7%
4 Other revenues	266,698	76,980	189,718	246.5%	584,766	451,506	133,260	0.3%
5 Total operating revenues	12,683,672	8,032,120	4,651,552	57.9%	69,383,898	52,138,569	17,245,329	33.1%
Operating Expenses:								
6 Power and pumping	444,538	414,319	30,219	7.3%	2,287,126	2,482,608	(195,482)	-7.9%
7 Treatment	946,177	1,223,276	(277,099)	-22.7%	2,566,933	4,337,666	(1,770,733)	-40.8%
8 Transmission and distribution	832,975	(133,151)	966,126	-725.6%	6,276,659	6,106,315	170,344	2.8%
9 Customer accounts	191,157	193,821	(2,664)	-1.4%	1,246,573	843,962	402,611	47.7%
10 Customer service	162,679	146,848	15,831	10.8%	1,123,103	672,389	450,714	67.0%
11 Administration and general	1,008,761	728,178	280,583	38.5%	8,821,567	4,762,500	4,059,067	85.2%
12 Payroll related	1,249,285	1,499,932	(250,647)	-16.7%	8,029,569	8,747,206	(717,637)	-8.2%
13 Maintenance of general plant	737,717	656,779	80,938	12.3%	3,887,675	3,517,987	369,688	10.5%
14 Depreciation	1,968,320	1,968,320	0	0.0%	11,809,921	11,809,920	1	0.0%
15 Amortization	-	-	-	0.0%	-	-	-	0.0%
16 Provision for doubtful accounts	121,931	88,736	33,195	37.4%	731,588	532,416	199,172	37.4%
17 Provision for claims	73,463	78,112	(4,649)	-6.0%	547,998	615,530	(67,532)	-11.0%
18 Total operating expenses	7,737,005	6,865,170	871,834	12.7%	47,328,712	44,428,498	2,900,213	6.5%
19 Operating income (loss)	4,946,668	1,166,950	3,779,718	323.9%	22,055,186	7,710,071	14,345,116	186.1%
Non-operating revenues (expense):								
20 Two-mill tax	-	-	-	0.0%	-	-	-	0.0%
21 Three-mill tax	-	-	-	0.0%	-	-	-	0.0%
22 Six-mill tax	-	-	-	0.0%	-	-	-	0.0%
23 Nine-mill tax	-	-	-	0.0%	-	-	-	0.0%
24 Interest income	4	23,576	(23,572)	-100.0%	222,522	141,654	80,868	57.1%
25 Other Income	-	-	-	0.0%	164,986	-	164,986	0.0%
26 Interest expense	-	-	-	0.0%	-	-	-	0.0%
27 Operating and maintenance grants	-	-	-	0.0%	487	-	487	0.0%
28 Total non-operating revenues	4	23,576	(23,572)	-100.0%	387,995	141,654	246,341	173.9%
29 Income before capital contributions	4,946,672	1,190,526	3,756,146	315.5%	22,443,181	7,851,725	14,591,456	185.8%
30 Capital contributions	268,305	5,785,936	(5,517,631)	-95.4%	3,352,511	6,844,437	(3,491,926)	-51.0%
31 Change in net position	5,214,977	6,976,462	(1,761,485)	-25.2%	25,795,692	14,696,162	11,099,530	75.5%
32 Net position, beginning of year					784,959,695	774,894,175	10,065,520	1.3%
33 Net position, end of year					810,755,387	789,590,337	21,165,050	2.7%

SEWERAGE AND WATER BOARD OF NEW ORLEANS
SEWER SYSTEM FUND
STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION
WITH BUDGET COMPARISONS
June 2019 Closed

	A	B	C	D	E	F	G	H
	MTD Actual	MTD Budget	MTD Variance	%	YTD Actual	YTD Budget	YTD Variance	%
Operating revenues:								
1 Sales of water and delinquent fees	-	-	-	0.0%	-	-	-	0.0%
2 Sewerage service charges and del fees	12,400,439	10,647,154	1,753,285	16.5%	68,662,292	63,882,924	4,779,369	7.5%
3 Plumbing inspection and license fees	16,535	23,823	(7,288)	-30.6%	136,840	142,936	(6,096)	-4.3%
4 Other revenues	266,698	20,093	246,605	1227.3%	584,766	120,558	464,208	385.0%
5 Total operating revenues	12,683,672	10,691,070	1,992,603	18.6%	69,383,898	64,146,418	5,237,480	8.2%
Operating Expenses:								
6 Power and pumping	444,538	348,534	96,005	27.5%	2,287,126	2,091,201	195,925	9.4%
7 Treatment	946,177	1,215,569	(269,392)	-22.2%	2,566,933	7,293,414	(4,726,481)	-64.8%
8 Transmission and distribution	832,975	1,623,078	(790,103)	-48.7%	6,276,659	9,738,466	(3,461,806)	-35.5%
9 Customer accounts	191,157	255,719	(64,561)	-25.2%	1,246,573	1,534,312	(287,739)	-18.8%
10 Customer service	162,679	209,805	(47,125)	-22.5%	1,123,103	1,258,829	(135,726)	-10.8%
11 Administration and general	1,008,761	2,062,571	(1,053,810)	-51.1%	8,821,567	12,375,427	(3,553,860)	-28.7%
12 Payroll related	1,249,285	1,276,295	(27,010)	-2.1%	8,029,569	7,657,769	371,800	4.9%
13 Maintenance of general plant	737,717	856,112	(118,395)	-13.8%	3,887,675	5,136,672	(1,248,997)	-24.3%
14 Depreciation	1,968,320	1,863,333	104,987	5.6%	11,809,921	11,180,000	629,921	5.6%
15 Amortization	-	-	-	0.0%	-	-	-	0.0%
16 Provision for doubtful accounts	121,931	-	121,931	0.0%	731,588	-	731,588	0.0%
17 Provision for claims	73,463	120,039	(46,576)	-38.8%	547,998	720,235	(172,237)	-23.9%
18 Total operating expenses	7,737,005	9,831,054	(2,094,049)	-21.3%	47,328,712	58,986,324	(11,657,612)	-19.8%
19 Operating income (loss)	4,946,668	860,016	4,086,652	475.2%	22,055,186	5,160,094	16,895,093	327.4%
Non-operating revenues (expense):								
20 Two-mill tax	-	-	-	0.0%	-	-	-	0.0%
21 Three-mill tax	-	-	-	0.0%	-	-	-	0.0%
22 Six-mill tax	-	-	-	0.0%	-	-	-	0.0%
23 Nine-mill tax	-	-	-	0.0%	-	-	-	0.0%
24 Interest income	4	-	4	0.0%	222,522	-	222,522	0.0%
25 Other Income	-	42,712	(42,712)	-100.0%	164,986	256,273	(91,286)	-35.6%
26 Interest expense	-	-	-	0.0%	-	-	-	0.0%
27 Operating and maintenance grants	-	188,462	(188,462)	-100.0%	487	1,130,771	(1,130,284)	-100.0%
28 Total non-operating revenues	4	231,174	(231,170)	-100.0%	387,995	1,387,043	(999,048)	-72.0%
29 Income before capital contributions	4,946,672	1,091,189	3,855,482	353.3%	22,443,181	6,547,137	15,896,044	242.8%
30 Capital contributions	268,305	-	268,305	0.0%	3,352,511	-	3,352,511	0.0%
31 Change in net position	5,214,977	1,091,189	4,123,788	377.9%	25,795,692	6,547,137	19,248,555	294.0%
32 Net position, beginning of year					784,959,695	774,894,175	10,065,520	1.3%
33 Net position, end of year					810,755,387	781,441,312	29,314,075	3.8%

SEWERAGE AND WATER BOARD OF NEW ORLEANS
DRAINAGE SYSTEM FUND
STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION
WITH PRIOR YEAR COMPARISONS
June 2019 Closed

	A	B	C	D	E	F	G	H
	MTD	MTD	MTD		YTD	YTD	YTD	
	Actual	Prior Year	Variance	%	Actual	Prior Year	Variance	%
Operating revenues:								
1 Sales of water and delinquent fees	-	-	-	0.0%	-	-	-	0.0%
2 Sewerage service charges and del fees	-	-	-	0.0%	-	-	-	0.0%
3 Plumbing inspection and license fees	-	-	-	0.0%	-	-	-	0.0%
4 Other revenues	7,701	2,100	5,601	266.7%	20,362	92,978	(72,616)	-78.1%
5 Total operating revenues	7,701	2,100	5,601	266.7%	20,362	92,978	(72,616)	-78.1%
Operating Expenses:								
6 Power and pumping	778,198	1,385,839	(607,641)	-43.8%	4,669,400	12,508,481	(7,839,082)	-62.7%
7 Treatment	-	-	-	0.0%	-	-	-	0.0%
8 Transmission and distribution	306,611	269,231	37,380	13.9%	2,014,278	1,574,559	439,719	27.9%
9 Customer accounts	2,469	2,166	303	14.0%	12,731	13,617	(886)	-6.5%
10 Customer service	6,828	4,209	2,619	62.2%	32,603	25,856	6,747	26.1%
11 Administration and general	480,974	278,220	202,754	72.9%	4,261,821	2,119,183	2,142,638	101.1%
12 Payroll related	904,413	961,282	(56,870)	-5.9%	5,673,316	5,770,767	(97,451)	-1.7%
13 Maintenance of general plant	349,128	379,327	(30,199)	-8.0%	2,394,950	1,903,618	491,332	25.8%
14 Depreciation	1,967,750	1,967,750	-	0.0%	11,806,500	11,806,500.18	-	0.0%
15 Amortization	-	-	-	0.0%	-	-	-	0.0%
16 Provision for doubtful accounts	-	-	-	0.0%	-	-	-	0.0%
17 Provision for claims	37,194	47,768	(10,574)	-22.1%	274,822	329,416	(54,594)	-16.6%
18 Total operating expenses	4,833,564	5,295,793	(462,229)	-8.7%	31,140,423	36,051,999	(4,911,577)	-13.6%
19 Operating income (loss)	(4,825,863)	(5,293,693)	467,830	-8.8%	(31,120,061)	(35,959,021)	4,838,960	-13.5%
Non-operating revenues (expense):								
20 Two-mill tax	-	27	(27)	-100.0%	23	62	(39)	-62.5%
21 Three-mill tax	69,020	2,462,438	(2,393,418)	-97.2%	14,554,669	14,551,670	2,999	0.0%
22 Six-mill tax	72,766	2,475,543	(2,402,777)	-97.1%	15,354,496	15,129,565	224,931	1.5%
23 Nine-mill tax	109,074	3,210,716	(3,101,642)	-96.6%	23,015,763	22,678,602	337,161	1.5%
24 Interest income	31,263	6,338	24,925	393.3%	426,695	40,738	385,957	947.4%
25 Other Income	-	-	-	0.0%	-	-	-	0.0%
26 Interest expense	-	-	-	0.0%	-	-	-	0.0%
27 Operating and maintenance grants	-	-	-	0.0%	-	-	-	0.0%
28 Total non-operating revenues	282,122	8,155,062	(7,872,940)	-96.5%	53,351,646	52,400,637	951,009	1.8%
29 Income before capital contributions	(4,543,740)	2,861,369	(7,405,110)	-258.8%	22,231,585	16,441,616	5,789,969	35.2%
30 Capital contributions	414,291	1,703,089	(1,288,798)	-75.7%	2,414,816	4,615,751	(2,200,935)	-47.7%
31 Change in net position	(4,129,449)	4,564,458	(8,693,908)	-190.5%	24,646,400	21,057,367	3,589,034	17.0%
32 Net position, beginning of year					1,122,132,738	1,072,886,779	49,245,959	4.6%
33 Net position, end of year					1,146,779,138	1,093,944,146	52,834,993	4.8%

SEWERAGE AND WATER BOARD OF NEW ORLEANS
DRAINAGE SYSTEM FUND
STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION
WITH BUDGET COMPARISONS
June 2019 Closed

	A	B	C	D	E	F	G	H
	MTD	MTD	MTD	%	YTD	YTD	YTD	%
	Actual	Budget	Variance		Actual	Budget	Variance	
Operating revenues:								
1 Sales of water and delinquent fees	-	-	-	0.0%	-	-	-	0.0%
2 Sewerage service charges and del fees	-	-	-	0.0%	-	-	-	0.0%
3 Plumbing inspection and license fees	-	-	-	0.0%	-	-	-	0.0%
4 Other revenues	7,701	-	7,701	100.0%	20,362	-	20,362	100.0%
5 Total operating revenues	7,701	-	7,701	100.0%	20,362	-	20,362	100.0%
Operating Expenses:								
6 Power and pumping	778,198	2,420,916	(1,642,718)	-67.9%	4,669,400	14,525,496	(9,856,096)	-67.9%
7 Treatment	-	-	-	0.0%	-	-	-	0.0%
8 Transmission and distribution	306,611	356,590	(49,979)	-14.0%	2,014,278	2,139,538	(125,260)	-5.9%
9 Customer accounts	2,469	2,407	62	2.6%	12,731	14,442	(1,710)	-11.8%
10 Customer service	6,828	5,704	1,124	19.7%	32,603	34,224	(1,621)	-4.7%
11 Administration and general	480,974	989,704	(508,730)	-51.4%	4,261,821	5,938,226	(1,676,404)	-28.2%
12 Payroll related	904,413	612,533	291,880	47.7%	5,673,316	3,675,197	1,998,119	54.4%
13 Maintenance of general plant	349,128	481,209	(132,081)	-27.4%	2,394,950	2,887,253	(492,302)	-17.1%
14 Depreciation	1,967,750	1,795,833	171,917	9.6%	11,806,500	10,775,000	1,031,500	9.6%
15 Amortization	-	-	-	0.0%	-	-	-	0.0%
16 Provision for doubtful accounts	-	-	-	0.0%	-	-	-	0.0%
17 Provision for claims	37,194	87,103	(49,909)	-57.3%	274,822	522,618	(247,795)	-47.4%
18 Total operating expenses	4,833,564	6,751,999	(1,918,435)	-28.4%	31,140,423	40,511,992	(9,371,569)	-23.1%
19 Operating income (loss)	(4,825,863)	(6,751,999)	1,926,136	-28.5%	(31,120,061)	(40,511,992)	9,391,931	-23.2%
Non-operating revenues (expense):								
20 Two-mill tax	-	-	-	0.0%	23	-	23	0.0%
21 Three-mill tax	69,020	1,459,579	(1,390,559)	-95.3%	14,554,669	8,757,473	5,797,196	66.2%
22 Six-mill tax	72,766	1,382,106	(1,309,341)	-94.7%	15,354,496	8,292,639	7,061,857	85.2%
23 Nine-mill tax	109,074	2,187,819	(2,078,745)	-95.0%	23,015,763	13,126,912	9,888,851	75.3%
24 Interest income	31,263	-	31,263	0.0%	426,695	-	426,695	0.0%
25 Other Income	-	1,660	(1,660)	-100.0%	-	9,962	(9,962)	-100.0%
26 Interest expense	-	-	-	0.0%	-	-	-	0.0%
27 Operating and maintenance grants	-	75,385	(75,385)	-100.0%	-	452,308	(452,308)	-100.0%
28 Total non-operating revenues	282,122	5,106,549	(4,824,426)	-94.5%	53,351,646	30,639,293	22,712,353	74.1%
29 Income before capital contributions	(4,543,740)	(1,645,450)	(2,898,290)	176.1%	22,231,585	(9,872,699)	32,104,284	-325.2%
30 Capital contributions	414,291	-	414,291	0.0%	2,414,816	-	2,414,816	0.0%
31 Change in net position	(4,129,449)	(1,645,450)	(2,484,000)	151.0%	24,646,400	(9,872,699)	34,519,099	-349.6%
32 Net position, beginning of year					1,122,132,738	1,072,886,779	49,245,959	4.6%
33 Net position, end of year					1,146,779,138	1,063,014,080	83,765,058	7.9%

Sewerage and Water Board of New Orleans

Total System Unrestricted Cash and Cash Equivalents in Days of O&M Expenses at Month End June 2019

EUM Attribute:
Financial Viability

Description: Establish and maintain an effective balance between long-term debt, assets values, operations and maintenance expenditures, and operating revenues.

Constituency:
Suppliers and
Bondholders

Objective: Provide adequate cash to pay invoices on a timely basis

Goal: Cash balance of at least 180 days of O&M expenses.

Currently Meeting Goal: No

Process Operating Within Control Limits:
No

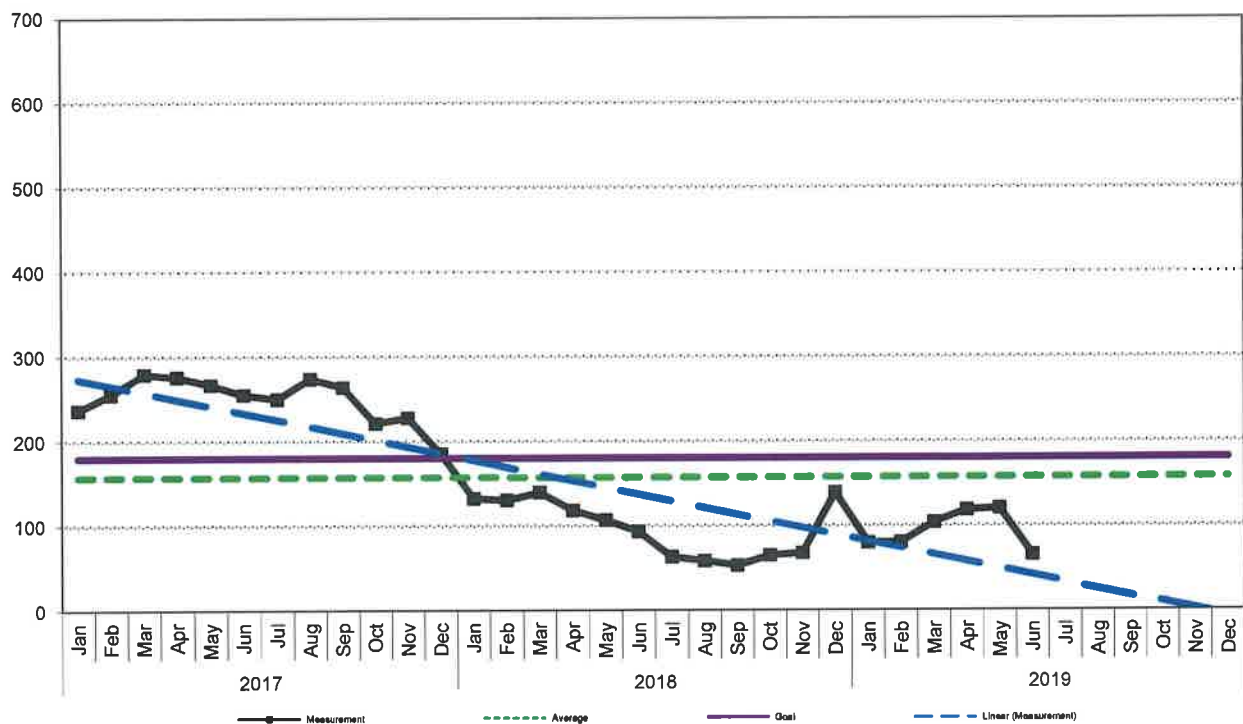
Trend: Unfavorable

Analysis

Monthly cash balances have remained stable except for repayment of previous inter-system loans. Note: Reclassification of certain current assets from restricted to unrestricted in October 2013 resulted in higher unrestricted balances.

Plans for Improvement

Utilize revenues generated from operations to increase cash balances according to 2011-2020 Financial Plan.



Data Table

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	236.4	255.0	279.2	275.9	266.7	254.8	249.5	273.7	263.4	221.0	227.2	185.1
2018	132.6	130.6	139.6	118.1	106.3	92.9	62.9	58.3	52.9	64.7	67.2	138.8
2019	79.5	80.2	103.4	118.2	120.2	65.4						

Sewerage and Water Board of New Orleans

Water System Unrestricted Cash and Cash Equivalents in Days of O&M Expenses at Month End June 2019

EUM Attribute:
Financial Viability

Description: Establish and maintain an effective balance between long-term debt, assets values, operations and maintenance expenditures, and operating revenues.

Constituency:
Suppliers and Bondholders

Objective: Provide adequate cash to pay invoices on a timely basis

Goal: Cash balance of at least 180 days of O&M expenses.

Currently Meeting Goal: No

Process Operating Within Control Limits:
Yes

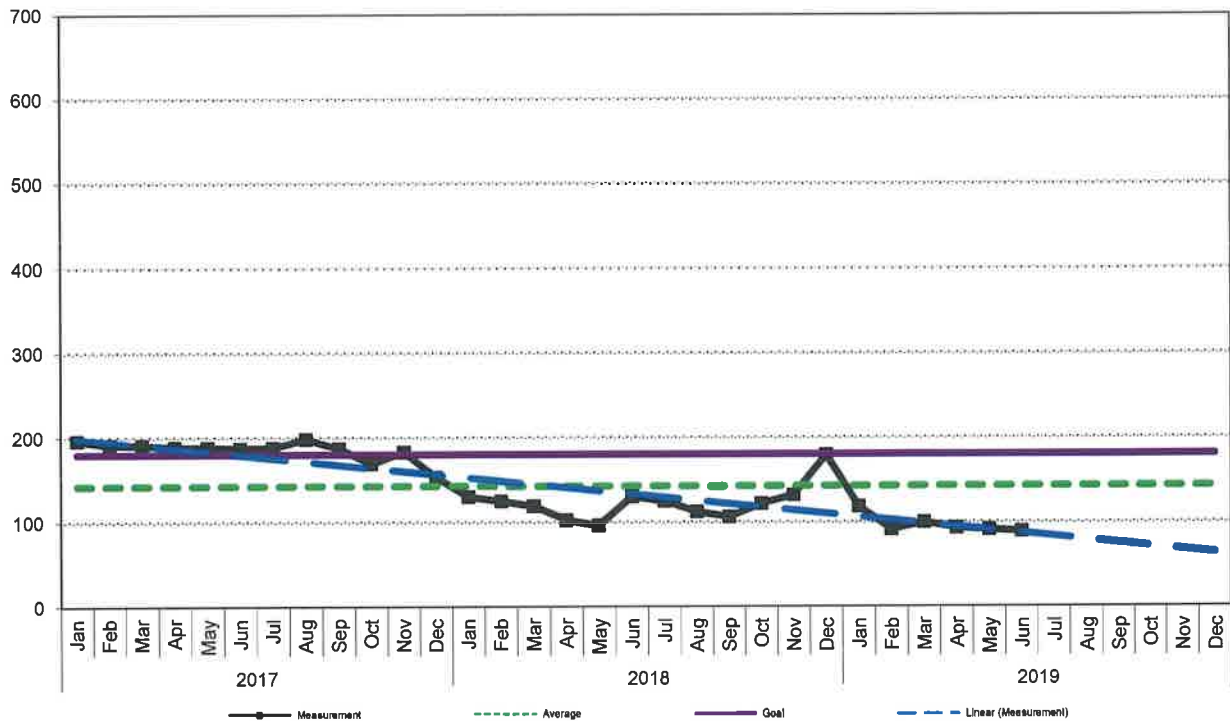
Trend: Unfavorable

Analysis

Monthly cash balances have remained stable except for repayment of previous inter-system loans. Note: Reclassification of certain current assets from restricted to unrestricted in October 2013 resulted in higher unrestricted balances.

Plans for Improvement

Utilize revenues generated from operations to increase cash balances according to 2011-2020 Financial Plan.



Data Table

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	196.2	191.3	190.9	188.7	188.1	187.2	187.8	198.2	187.2	168.8	182.7	153.0
2018	130.1	124.7	119.0	102.4	96.4	130.0	124.7	112.2	106.0	121.7	131.9	179.2
2019	118.1	91.3	99.6	93.0	90.9	88.8						

Sewerage and Water Board of New Orleans

Sewer System Unrestricted Cash and Cash Equivalents in Days of O&M Expenses at Month End June 2019

EUM Attribute:
Financial Viability

Description: Establish and maintain an effective balance between long-term debt, assets values, operations and maintenance expenditures, and operating revenues.

Constituency:
Suppliers and
Bondholders

Objective: Provide adequate cash to pay invoices on a timely basis

Goal: Cash balance of at least 180 days of O&M expenses.

Currently Meeting Goal: No

Process Operating Within Control Limits:
No

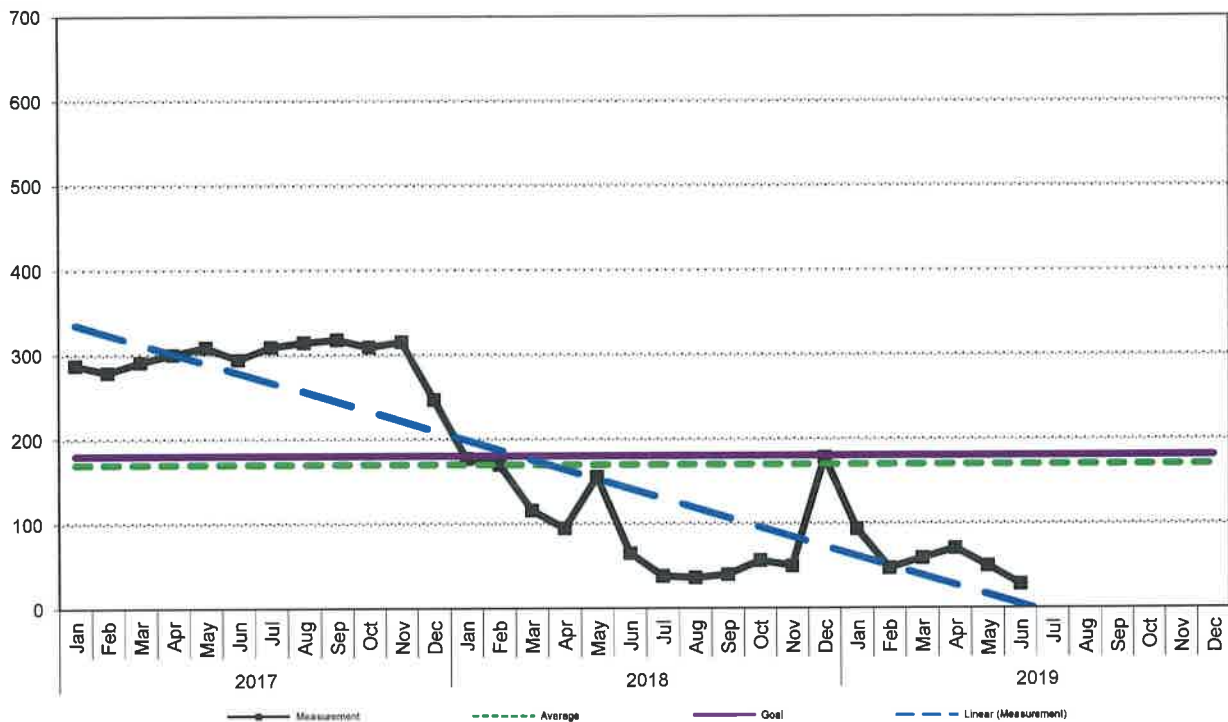
Trend: Unfavorable

Analysis

Monthly cash balances have remained stable except for repayment of previous inter-system loans. Note: Reclassification of certain current assets from restricted to unrestricted in October 2013 resulted in higher unrestricted balances.

Plans for Improvement

Utilize revenues generated from operations to increase cash balances according to 2011-2020 Financial Plan.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	287.5	279.1	291.3	300.4	308.7	294.4	309.3	314.6	317.9	309.3	315.3	246.7
2018	176.8	169.9	115.7	94.3	155.4	64.4	37.7	35.9	39.6	56.1	49.6	178.1
2019	93.3	46.9	58.8	70.2	49.7	28.1						

Sewerage and Water Board of New Orleans

Drainage System Unrestricted Cash and Cash Equivalents in Days of O&M Expenses at Month End June 2019

EUM Attribute:
Financial Viability

Description: Establish and maintain an effective balance between long-term debt, assets values, operations and maintenance expenditures, and operating revenues.

Constituency:
Suppliers and
Bondholders

Objective: Provide adequate cash to pay invoices on a timely basis

Goal: Cash balance of at least 180 days of O&M expenses.

Currently Meeting Goal: Yes

Process Operating Within Control Limits: Yes

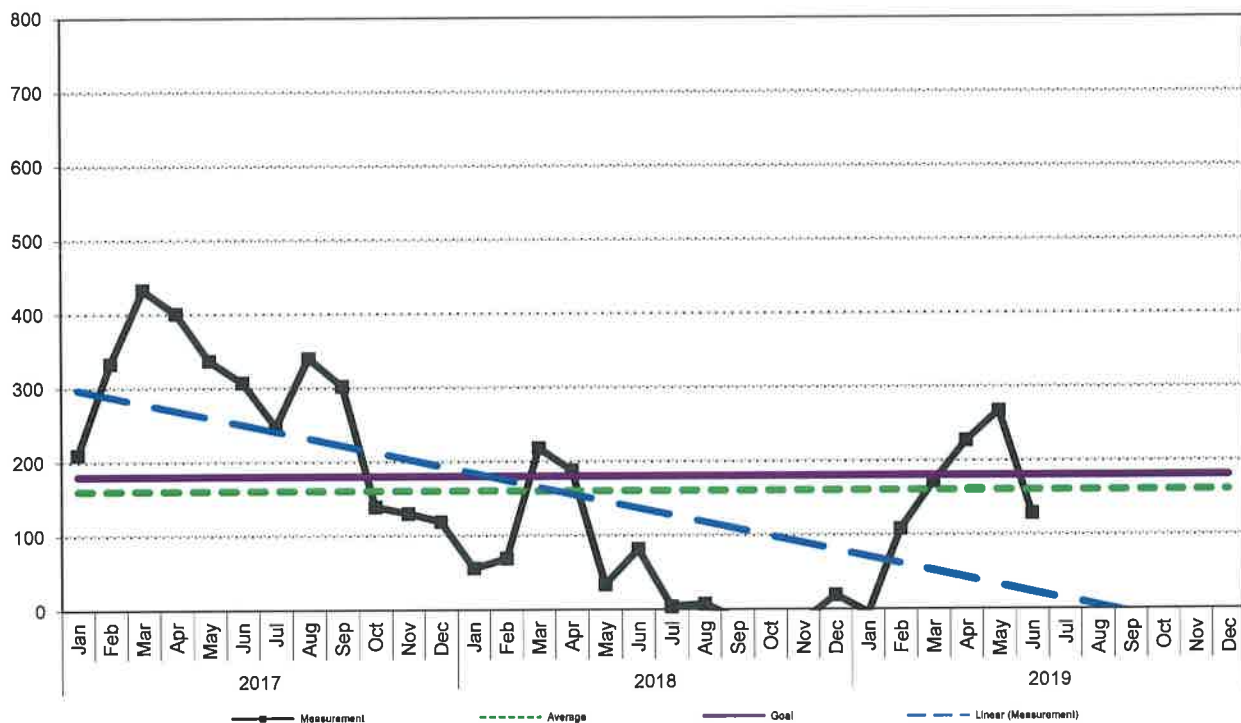
Trend: Unfavorable

Analysis

Monthly cash balances typically increase during the first quarter from property tax collections and then decrease for the remainder of the year. The long-term goal will not be met until a new revenue stream for the drainage system is created and implemented.

Plans for Improvement

Utilize revenues generated from operations to increase cash balances according to 2011-2020 Financial Plan.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	209.5	333.3	432.7	400.8	337.1	307.5	247.6	340.3	302.4	139.2	130.2	119.1
2018	56.1	69.0	218.1	188.2	33.6	81.6	3.8	7.5	0.0	0.0	0.0	19.0
2019	0.0	108.1	171.8	227.2	267.3	128.5						

Sewerage and Water Board of New Orleans
Comparative Variance Indicators for Financial Results
Through June 2019

Statement of Revenues, Expenses, and Changes in Net Position with Prior Year Comparisons	Total	Water	Sewer	Drainage
Revenues				
Operating Expenses				
Non-Operating Revenues and Expenses				
Income before Capital Contributions				
Statement of Revenues, Expenses, and Changes in Net Position with Budget Comparisons	Total	Water	Sewer	Drainage
Revenues				
Operating Expenses				
Non-Operating Revenues and Expenses				
Income before Capital Contributions				
Statement of Net Position with Prior Year Comparisons	Total	Water	Sewer	Drainage
Plant, Property, and Equipment				
Restricted Current Assets				
Unrestricted Designated Current Assets				
Unrestricted Undesignated Current Assets				
Net Position				
Long-Term Liabilities				
Current Liabilities from Unrestricted Assets				
Current Liabilities from Restricted Assets				
Statement of Cash Flows with Prior Year Comparisons	Total	Water	Sewer	Drainage
Operating Activities				
Non-Capital Financing Activities				
Capital and Related Financing Activities				
Investing Activities				
Net Increase in Cash				

Green = Favorable Variance

Yellow = Unfavorable Variance / No Action Recommended

Red = Unfavorable Variance / Action Recommended

Project Delivery Unit
July 2019 Closeout Snapshot

Hurricane Katrina	Project Count	FEMA Obligated	FEMA Revenue Received per LAPA	FEMA Obligation Balance	% Financially Complete	# of Projects Submitted for Closeout	OBLIGATED Value of Projects Submitted for Closeout	POTENTIAL Value of Projects Submitted to Closeout	# of Projects Officially Closed	OBLIGATED Value of Projects Officially Closed	% Submitted	% Closed	# of Projects Submitted but Not Officially Closed	OBLIGATED Value of Projects Submitted but Not Officially Closed
St. Joseph Headquarters	20	\$ 3,337,110.14	\$ 3,032,390.41	\$ 304,719.73	91%	19	\$ 2,236,513.15	\$ 3,209,203.15	14	\$ 462,456.56	95%	70%	5	\$ 1,774,056.59
Central Yard	42	\$ 27,891,963.74	\$ 26,158,109.94	\$ 1,733,853.80	94%	40	\$ 26,882,220.69	\$ 25,530,220.69	28	\$ 21,800,059.02	95%	67%	12	\$ 4,121,874.73
Wastewater Treatment Plant	128	\$ 90,727,302.10	\$ 79,482,524.39	\$ 11,244,777.71	88%	127	\$ 83,689,892.50	\$ 80,279,515.50	113	\$ 32,222,668.49	99%	88%	14	\$ 51,467,224.01
Carrollton Water Plant	55	\$ 75,901,500.33	\$ 66,182,393.36	\$ 9,719,106.97	87%	53	\$ 14,329,381.73	\$ 14,623,581.73	47	\$ 10,575,329.40	96%	85%	6	\$ 3,754,052.33
Distribution Network	27	\$ 196,982,528.55	\$ 160,886,961.62	\$ 36,095,566.93	82%	25	\$ 116,490,014.08	\$ 120,757,419.08	15	\$ 27,904,610.39	93%	56%	10	\$ 88,585,403.69
JIRR	2	\$ 268,448,968.15	\$ 3,369,867.79	\$ 265,079,100.36	1%	0			0	\$ -	0%	0%	0	\$ -
Donors	53	\$ 68,304,966.02	\$ 54,440,380.54	\$ 13,864,585.48	80%	17	\$ 3,243,389.44	\$ 3,154,522.44	0	\$ -	32%	0%	17	\$ 3,243,389.44
Pump Stations	166	\$ 81,268,928.86	\$ 71,139,796.34	\$ 10,129,132.52	88%	156	\$ 69,193,897.59	\$ 71,257,146.59	137	\$ 43,684,324.47	94%	83%	19	\$ 25,509,573.12
Total	493	\$ 812,863,267.89	\$ 464,692,424.39	\$ 348,170,843.50	57%	437	\$ 316,065,309.18	\$ 318,811,609.18	354	\$ 136,649,448.33	89%	72%	83	\$ 178,455,573.91

Hurricane Gustav	Project Count	FEMA Obligated	FEMA Revenue Received per LAPA	FEMA Obligation Balance	% Financially Complete	# of Projects Submitted for Closeout	OBLIGATED Value of Projects Submitted for Closeout	POTENTIAL Value of Projects Submitted to Closeout	# of Projects Officially Closed	OBLIGATED Value of Projects Officially Closed	% Submitted	% Closed	# of Projects Submitted but Not Officially Closed	OBLIGATED Value of Projects Submitted but Not Officially Closed
Total	9	\$ 667,553.90	\$ 668,689.06	\$ (1,135.16)	100%	9	\$ 667,553.90	\$ 667,553.90	8	\$ 665,778.64	100%	89%	1	\$ 1,775.26

Hurricane Isaac	Project Count	FEMA Obligated	FEMA Revenue Received per LAPA	FEMA Obligation Balance	% Financially Complete	# of Projects Submitted for Closeout	OBLIGATED Value of Projects Submitted for Closeout	POTENTIAL Value of Projects Submitted to Closeout	# of Projects Officially Closed	OBLIGATED Value of Projects Officially Closed	% Submitted	% Closed	# of Projects Submitted but Not Officially Closed	OBLIGATED Value of Projects Submitted but Not Officially Closed
Total	8	\$ 1,554,775.01	\$ 955,019.44	\$ 599,755.57	61%	2	\$ 25,580.03	\$ 67,467.45	1	\$ 4,540.20	25%	13%	1	\$ 21,039.83

Tropical Storm Nate	Project Count	FEMA Obligated	FEMA Revenue Received per LAPA	FEMA Obligation Balance	% Financially Complete	# of Projects Submitted for Closeout	OBLIGATED Value of Projects Submitted for Closeout	POTENTIAL Value of Projects Submitted to Closeout	# of Projects Officially Closed	OBLIGATED Value of Projects Officially Closed	% Submitted	% Closed	# of Projects Submitted but Not Officially Closed	OBLIGATED Value of Projects Submitted but Not Officially Closed
Total	2	\$ 439,728.39	\$ -	\$ 439,728.39	0%	0	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -

Hurricane Katrina Hazard Mitigation	HMGP No.	Contract Count	FEMA Obligated	FEMA Revenue Received per LAPA	FEMA Obligation Balance	% Financially Complete	# of Contracts Completed	OBLIGATED Value of Projects Submitted for Closeout	POTENTIAL Value of Projects Submitted to Closeout	# of Projects Officially Closed	OBLIGATED Value of Projects Officially Closed	% Submitted	% Closed	# of Projects Submitted but Not Officially Closed	OBLIGATED Value of Projects Submitted but Not Officially Closed
Retrofit of Power House	39	12	\$ 109,204,525.00	\$ 102,062,042.85	\$ 7,142,482.15	93%	5	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -
Flood Mitigation of 9 SPS	6	9	\$ 19,987,722.00	\$ 19,299,825.10	\$ 687,896.90	97%	9	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -
Total		21	\$ 129,192,247.00	\$ 121,361,867.95	\$ 7,830,379.05	94%	14	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -

Hurricane Ike Hazard Mitigation	HMGP No.	Project Count	FEMA Obligated	FEMA Revenue Received per LAPA	FEMA Obligation Balance	% Financially Complete	# of Contracts Completed	OBLIGATED Value of Projects Submitted for Closeout	POTENTIAL Value of Projects Submitted to Closeout	# of Projects Officially Closed	OBLIGATED Value of Projects Officially Closed	% Submitted	% Closed	# of Projects Submitted but Not Officially Closed	OBLIGATED Value of Projects Submitted but Not Officially Closed
Five Underpass Generators	2	1	\$ 988,658.00	\$ 839,129.23	\$ 149,528.77	85%	0	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -
Total		1	\$ 988,658.00	\$ 839,129.23	\$ 149,528.77	85%	0	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -

TOTALS as of 7.26.19	FEMA Obligated	FEMA Revenue Received	FEMA Obligation Balance
	\$ 945,706,230.19	\$ 588,517,130.07	\$ 357,189,100.12



SEWERAGE AND WATER BOARD

Inter-Office Memorandum

Date: July 29, 2019

To: Ghassan Korban, Executive Director

Through: Irma Plummer, EDBP Director

UP

From: Lyria Hicks, EDBP Compliance Officer

o/r

Re: EDBP Department Summary – June/July 2019

ANALYSES CONDUCTED BY EDBP

For the month of June 2019, the EDBP Department did not receive any Goods and Services contracts to review.

For the month of July 2019, the EDBP Department did not receive any Goods and Services contracts to review.

For the month of June 2019, the EDBP Department received one (1) Professional Service contract to review.

1. REQUEST FOR PROPOSAL: ENVIRONMENTAL CONSULTING SERVICES FOR RELATED PROFESSIONAL AND TECHNICAL ASSISTANCE FOR ON-CALL RESPONSE SERVICES FOR THE CLEANUP OF CHEMICAL SPILLS

On Tuesday, June 7, 2019, one (1) proposal was received for subject project. The respondent is as follows:

OMI (Oil Mop, LLC)

485/500 pts

OMI (Oil Mop, LLC) received an evaluated score totaling 485 out of 500 possible points.

Five percent (5%) SLDBE participation goal was requested on subject proposal.

OMI (Oil Mop, LLC) submitted Demo Diva, LLC (Eligible – Certified SLDBE), Tamara's Group, LLC (Eligible – Certified DBE) and V. Keeler & Associates, Inc. (Non-Eligible – Certified SLDBE). Demo Diva, LLC was selected to provide roll-off box rental and transportation; signed correspondence from the DBE on their own letterhead reaffirming negotiated terms was provided. Tamara's Group, LLC was selected to provide HAZWOPER qualified personnel, health and safety personnel and equipment operators; unsigned correspondence from the DBE on their own letterhead reaffirming negotiated terms was provided. V. Keeler & Associates, Inc. was selected to provide chemist, HAZWOPER personnel, health and safety personnel and equipment and operators. These areas for which the DBE is not certified to perform; signed correspondence from the DBE on their own letterhead reaffirming negotiated terms was provided.

Total Participation: - 4%

Documented evidence of a good faith effort was not provided

Based on analysis of the SLDBE participation submitted, the Economically Disadvantaged Business Program recommends that the SLDBE participation submitted by OMI (Oil Mop, LLC) be considered non-responsive to meeting EDBP proposal requirements.

For the month of July 2019, the EDBP Department did not receive any Professional Service contracts to review.

For the month of June 2019, the EDBP Department did not receive any Construction contracts to review.

For the month of July 2019, the EDBP Department did not receive any Construction contracts to review.

CONSTRUCTION REVIEW COMMITTEE RECOMMENDATIONS

There were not any new construction projects presented to EDBP. As a result, the Construction Review Committee did not convene for the month of June 2019.

The Construction Review Committee convened on Thursday, July 25, 2019, and made the following recommendations:

OPEN MARKET CONTRACTS

- | | |
|--------------------|---------------------------------------------------------------------------------------------------------------------|
| 1) | Contract #1409: Repairing Leaks by Flowable Fill Injection in the L4 Basin at the Main Water Treatment Plant |
| Budget Amount: | \$500,000.00 |
| Renewal Option(s): | None |
| Recommended Goal: | 0% |
| Justification: | Task to be performed by single provider; does not lend itself to subcontracting opportunities. |
|
 | |
| 2) | Contract #8164: Furnishing Skilled and Unskilled Labor for Maintenance |
| Budget Amount: | \$3,811,495.00 |
| Renewal Option(s): | Initial term of one (1) year with three (3) one (1) year renewal options |
| Recommended Goal: | 30% |
| Justification: | N/A |

STAFF CONTRACT REVIEW COMMITTEE RECOMMENDATIONS

The Staff Contract Review Committee convened on Thursday, June 13, 2019, and made the following recommendations:

OPEN MARKET CONTRACTS

- | | |
|-------------------|---------------------------------------------------------------------------------------------------|
| 1) | Request for Furnishing Totalizing Fluid Meters and Counting Devices Water Meters |
| Budget Amount: | \$1,882,082.00 |
| Renewal Option: | Initial term of One (1) year with four (4) one (1) year renewal options |
| Recommended Goal: | 0% |
| Justification: | Does not lend itself to subcontracting opportunities due to the specialized nature of the meters. |

- 2) **Furnishing Purchase of Industrial Batteries of Various Types and Specifications to Support Electrical Maintenance of Various S&WB Operations**
Budget Amount: \$50,000.00
Renewal Option: Initial term of One (1) year with three (3) one (1) year renewal options
Recommended Goal: 0%
Justification: Does not lend itself to subcontracting opportunities.
- 3) **Request for Furnishing Air Conditioning & Heating Maintenance for Carrollton Water Purification Plant Engineering Unit**
Budget Amount: \$85,000.00
Recommended Goal: 0%
Renewal Option(s): Initial term of one (1) year with two (2) one year renewal options
Justification: Does not lend itself to subcontracting opportunities.

RENEWAL CONTRACT

- 1) **Request for Furnishing Reclaimed Asphaltic Pavement (RAP) to the Sewerage & Water Board of New Orleans**
Budget Amount: \$200,000.00
Amount Spent: \$211,990.00
Renewal Option: First and final renewal option
Renewal Cost: \$144,000.00
Percentage Goal: 30%
Percentage Goal Achieved: 43.68%
Prime Contractor: Hamps Enterprises, Inc.
- 12) **Request for Furnishing Meter Boxes and Meter Box Parts to the Sewerage & Water Board of New Orleans**
Budget Amount: \$800,000.00
Amount Spent: \$377,728.00
Renewal Option: First and final renewal option
Renewal Cost: \$583,383.50
Percentage Goal: 5%
Percentage Goal Achieved: 1.19%
Prime Contractor: A Y MCDONALD MFG CO

The Staff Contract Review Committee also convened on Thursday, July 11, 2019, and made the following recommendations:

OPEN MARKET CONTRACTS

- 1) **Request for Furnishing Pest & Rodent Control Services for the Sewerage and Water Board**
Budget Amount: \$100,000.00
Renewal Option: Initial term of One (1) year with two (2) one (1) year renewal options
Recommended Goal: 30%
Justification: N/A

- 2) **Request for Furnishing Solid Wall (PVC) Pipe SDR 26 & 35 and Polyvinyl Chloride (PVC) C-900 Pipe to the Sewerage & Water Board**
Budget Amount: \$65,000.00
Renewal Option: Initial term of One (1) year with two (2) one (1) year renewal options
Recommended Goal: 0%
Justification: Does not lend itself to subcontracting opportunities.
- 3) **Facilities Management Contract for Information Systems Department**
Budget Amount: \$11,000,000.00 (*Estimated value subject to approval/adoption of the 2020 budget*)
Renewal Option: Initial term of One (1) year with four (4) one (1) year renewal options
Recommended Goal: 35%
Justification: N/A
- 4) **Request for Furnishing Program Management for the Advanced Metering Infrastructure Project (AMI)**
Budget Amount: \$2,000,000.00
Renewal Option: Initial term of One (1) year with one (1) one (1) year renewal option
Recommended Goal: 35%
Justification: N/A
- 5) **Furnishing and Delivering 350 Tons of Sodium Chloride to the Carrollton Water Plant Boiler Room**
Budget Amount: \$50,000.00
Renewal Option: Initial term of One (1) year with one (1) one (1) year renewal option
Recommended Goal: 0%
Justification: This item is shipped directly from the manufacturer.

A *special* Staff Contract Review Committee also convened on Tuesday, August 6, 2019, and made the following recommendation:

OPEN MARKET CONTRACTS

- 1) **Request for Proposal for Professional Consulting Services to Perform Comprehensive Financial Planning, Cost of Service Study, Rate Design, and Related Services**
Budget Amount: \$500,000.00
Renewal Option: Term of Fourteen (14) months with no renewal option
Recommended Goal: 20%
Justification: N/A

FINAL ACCEPTANCE CONTRACTS with DBE PARTICIPATION

For the months of June and July 2019, there were four (4) Final Acceptance contracts with DBE participation to report.

1. Contract #1397: Improvements to Michoud Water Tower (Re-bid of Cont #1392)

DBE Goal:	5.00%
DBE Participation Achieved:	5.99%
Prime Contractor:	Maguire Iron, Inc.
Closeout Date:	July 2019

The Economically Disadvantaged Business Program recommends that the participation on subject contract be approved for Final Acceptance.

2. Contract #2106: Installation of New Water, Sewer, and Drain Connections at Various Sites throughout Orleans Parish

DBE Goal:	36.00%
DBE Participation Achieved:	66.63%
Prime Contractor:	Fleming Construction Co., LLC
Closeout Date:	July 2019

The Economically Disadvantaged Business Program recommends that the participation on subject contract be approved for Final Acceptance.

3. Contract #2133: Emergency Repair Contract for Winter Freeze (INGA) – Water Main Point Repair, Water Service Connection, Water Valve and Fire Hydrant Replacement at various Sites throughout Orleans Parish

DBE Goal:	36.00%
DBE Participation Achieved:	32.45%
Prime Contractor:	Wallace C. Drennan, Inc.
Closeout Date:	July 2019

The Economically Disadvantaged Business Program recommends that the participation on subject contract be approved for Final Acceptance.

4. Contract #2134: Emergency Repair Contract for Winter Freeze (INGA) Water Main Point Repair, Water Services Connection, Water Valve and Fire Hydrant Replacement at Various Sites throughout Orleans Parish

DBE Goal:	36.00%
DBE Participation Achieved:	51.94%
Prime Contractor:	Fleming Construction Co., LLC
Closeout Date:	July 2019

The Economically Disadvantaged Business Program recommends that the participation on subject contract be approved for Final Acceptance.

INFORMATION ITEM:

The following contract closed in April 2017. After performing a self-audit the Economically Disadvantaged Business Program discovered this contract was not included in the May 2017 Finance and Administration Committee Report.

1. **Contract #3666: Hurricane Katrina Related 404 Hazard Mitigation Grant Program
Replacement of Lake Forest Sewage Pumping Station**
DBE Goal: 36.00%
DBE Participation Achieved: 38.13%
Prime Contractor: Lou-Con, Inc.
Closeout Date: April 2017

The Economically Disadvantaged Business Program recommended that the participation on subject contract be approved for Final Acceptance.

**SEWERAGE & WATER BOARD OF NEW ORLEANS CONTRACTS WITH DBE
PARTICIPATION JUNE AND JULY 2019**

There are no new contracts to report for the months of June and July 2019. See report as follows: