

**DATE:** 01/27/2025

**TIME:** 9:00 a.m.

**LOCATION:** Executive Board Room

625 St. Joseph Street

New Orleans, Louisiana 70165



# BOARD OF DIRECTORS MEETING AGENDA

## PUBLIC MEETING

All meetings are open to the public, and we encourage your attendance.  
Those interested can join in person or virtually.

**Join In-Person:** Executive Board Room, Second Floor  
625 St. Joseph St., New Orleans, LA 70165

**Join Virtually:** <https://www.swbno.org/BoardMeetings>

E-Public comments will be accepted via <https://www.swbno.org/BoardMeetings>.  
All e-public comments must be received at least 2 hours prior to the meeting. Comments  
will be read verbatim into the record.

### I. Roll Call

### II. Approval of Minutes Dated December 18, 2024

### III. Committee Reports

- A. Pension Committee - Director Peychaud, Chair
- B. Finance Committee – Director Sloss, Chair
- C. Operations Committee – Director Howard, Chair

### IV. Executive Director's Report

### V. Action Items

- A. Resolution (R-033-2025) 2025 SWBNO Holiday Schedule
- B. Resolution (R-034-2025) Ratification of Cooperative Endeavor Agreement between The City of New Orleans and Sewerage and Water Board of New Orleans Maintenance Transfer of Drainage Operations.
- C. Resolution (R-035-2025) Ratification of Agreement Between the City of New Orleans and Sewerage and Water Board of New Orleans for Transfer and Consolidation of Drainage Operations Pursuant to Acts 783 and 103 of 2024

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- D.** Resolution (R-036-2025) Ratification of State of Louisiana Cooperative Endeavor Agreement CEA #945-226 Arbiters for Customer Billing Disputes
- E.** Resolution (R-021-2025) Authorization of Amendment No.1 For Contract 30264 – Cleaning and CCTV Inspection of Sanitary Sewer Mains at Scattered Sites Within Orleans Parish between The Sewerage and Water Board of New Orleans and Compliance EnviroSystems, LLC
- F.** Resolution (R-022-2025) Ratification of Cooperative Endeavor Agreement Between Sewerage And Water Board Of New Orleans And Plaquemines Parish Government For Mutual Emergency Assistance For Potable Water Supply

## **VI. Corresponding Resolutions**

- A.** Resolution (R-016-2025) Amendment No. 6 To Professional Services Agreement Between Sewerage and Water Board Of New Orleans And HDR Engineering, Inc. For Internal and External Communication Services

### **General Superintendent Recommendations**

#### **Contract Award/Renewal**

- B.** Resolution (R-001-2025) Award of Contract 2154 – Transmission Main Replacement Program – 24” Waterline Replacement Decatur St. (Dumaine St – Governor Nichols St.) St. Peter St. (Chartres St.- Royal St.) - Tm010 - Project No. Pw20232, 2024-Swb-100 between The Sewerage and Water Board of New Orleans and Roubion Roads & Streets, LLC.
- C.** Resolution (R-015-2025) Award of Contract 2167 – Lead Service Line Inspections and Replacements at Schools and Residential Connections Between The Sewerage and Water Board of New Orleans and Wallace C. Drennan, Inc.
- D.** Resolution (R-017-2025) Renewal No. 1 for Contract 30247 – Restoration of 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 The City of New Orleans between The Sewerage and Water Board of New Orleans and CMG Pipelines, Inc.
- E.** Resolution (R-018-2025) Renewal No. 2 for Contract 2164 – Water Line Replacements and Extension at Scattered Locations throughout Orleans Parish between The Sewerage and Water Board of New Orleans and Wallace C. Drennan, Inc.

#### **Contract Amendment**

- F.** Resolution (R-019-2025) Amendment No. 11 to the Agreement Between The Sewerage and Water Board of New Orleans and Richard C. Lambert, Consultants, LLC for Design and Engineering Services for Water Line Replacement Program.

**DATE:** 01/27/2025

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### Contract Change Order by Ratification

- G.** Resolution (R-003-2025) Ratification of Change Order No. 2 For Contract 30228 – Mid City Basin No. 2 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and Fleming Construction Company, LLC.
- H.** Resolution (R-004-2025) Ratification of Change Order No. 2 for Contract 30233 – Carrollton Basin No. 4 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and Hard Rock Construction, LLC.
- I.** Resolution (R-005-2025) Ratification of Change Order No. 3 for Contract 30236 – Carrollton Basin No. 6 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
- J.** Resolution (R-006-2025) Ratification of Change Order No. 1 for Contract 30248 – Carrollton Basin No. 7 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and Fleming Construction Company, LLC.
- K.** Resolution (R-008-2025) Ratification of Change Order No. 2 for Contract 30251 – Carrollton Basin No. 10 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
- L.** Resolution (R-009-2025) Ratification of Change Order No. 3 for Contract 30252 – Carrollton Basin No. 11 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
- M.** Resolution (R-010-2025) Ratification of Change Order No. 1 for Contract 30253 – Carrollton Basin No. 12 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
- N.** Resolution (R-011-2025) Ratification of Change Order No. 2 for Contract 30254 – Carrollton Basin No. 13 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
- O.** Resolution (R-012-2025) Ratification of Change Order No. 7 for Contract 1415 – West Power Complex Foundations and Underground Package between The Sewerage and Water Board of New Orleans and M.R. Pittman Group, LLC.
- P.** Resolution (R-013-2025) Ratification of Change Order No. 2 For Contract 8171 – Repaving Open Cuts in Streets, Driveways, and Sidewalks Resulting from The Sewerage and Water Board of New Orleans Underground Utility Repairs between The Sewerage and Water Board of New Orleans and Fleming Construction Company, LLC.

**DATE:** 01/27/2025

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### Final Acceptance

- Q.** Resolution (R-002-2025) Authorization of Final Acceptance of Contract 8166 – Repaving Open Cuts in Driveways and Sidewalks Resulting from the Repair to The Sewerage and Water Board Underground Utilities between The Sewerage and Water Board of New Orleans and Wallace Drennan, Inc.

## **VII. Executive Session**

- A.** Executive Director Evaluation: Pursuant to La. R.S. 42:17(A)(1), the Board of Directors of the Sewerage and Water Board of New Orleans will meet in Executive Session to discuss the character, professional competence, and fitness of its Executive Director.

## **VIII. Information Items**

- A.** CFO – November 2024 Report
- B.** GSO – December 2024 Report
- C.** Legal – December 2024 Report
- D.** Safety – December 2024 Report
- E.** Procurement – December 2024 Report
- F.** FEMA – December 2024 Report
- G.** EDBP – December 2024 Report

## **IX. Public Comment**

## **X. Adjournment**



# BOARD OF DIRECTORS' MEETING

December 18, 2024

MEETING MINUTES

## SEWERAGE AND WATER BOARD OF NEW ORLEANS

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### ROLL CALL

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The Board of Directors for the Sewerage and Water Board of New Orleans (SWBNO) met on Wednesday December 18, 2024, at 9:05 AM in the Executive Boardroom. Special Counsel Mr. Darryl Harrison called the roll and confirmed the following members were present: Hon. Mayor LaToya Cantrell, Director Joseph Peychaud, Director Robin Barnes, Director Lynes Sloss, Councilmember Freddie King, Director H. Davis Cole, Director Janet Howard, Director Maurice Sholas, Director Tyler Antrup.

The following member(s) were absent: Director Chadrick Kennedy, Director Tamika Duplessis,

Staff present were: Ghassan Korban, Executive Director; Renee Lapeyrolerie, Chief of Staff; Grey Lewis, Chief Financial Officer; Stephen Nelson, General Superintendent; Yolanda Grinstead, Special Counsel; Irma Plummer, EDBP; Brionne Lindsey, Board Relations.

Prior to beginning the meeting, the Hon. Mayor Cantrell gave her opening remarks. Mayor Cantrell acknowledged the customer service team on an extraordinary job relative to transparency, improving billing and on mass mailing going out. This team has done a wonderful job and other agencies are looking to improve their website based off what the utility is producing. Over 70,000 smart meters installed, and Mayor Cantrell is excited the CEA is coming forward and currently waiting on its final vote. This utility continues to do the work as adapting to the climate that has changed.

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### APPROVAL OF PREVIOUS MINUTES

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Mayor Cantrell presented a motion to accept the minutes of the November 20, 2024, Board Meeting as amended. Director Sloss moved for approval of the minutes. Director Barnes seconded. The motion carried.

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### COMMITTEE REPORTS

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#### Audit Committee Report

Director Maurice Sholas reported on the summary and actions taken by the Audit Committee. The Audit Report for the month of September/December was presented and recommended for approval.

Mayor Cantrell asked for a motion to adopt the Audit report as amended. Director Antrup moved to adopt Audit minutes as proposed. Director Cole seconded. The motion carried.

#### Pension Committee Report

Director Joseph Peychaud reported on the summary and actions taken by the Pension Committee. The Pension Committee Report for the months of November and December were presented and recommended for approval.

Mayor Cantrell asked for a motion to adopt the Pension report as amended. Director Howard moved to adopt Pension minutes as proposed for November. Director Anthrup seconded. The motion carried.

Mayor Cantrell asked for a motion to adopt the Pension report as amended. Director Barnes moved to adopt the Pension minutes as proposed for December. Director Howard seconded. The motion carried.

#### Strategy Committee Report

Director Robin Barnes reported on the summary and actions taken by the Strategy Committee. The Strategy Report for the month of November was presented and recommended for approval.

Mayor Cantrell asked for a motion to adopt the strategy report. Director Sholas moved to adopt Strategy minutes as proposed. Director Sloss seconded. The motion carried.

#### Operations Committee Report

Director Janet Howard reported on the summary and actions taken by the Operations Committee. The Operations Report for the month of November was presented and recommended for approval.

Mayor Cantrell asked for a motion to adopt the operations report. Director Sloss moved to adopt Operations minutes as proposed. Director Barnes seconded. The motion carried.

#### Finance & Administration Committee Report

Director Lynes Sloss reported on the summary and actions taken by the Finance and Administration Committee. The Finance Report for the month of December was presented and recommended for approval.

Mayor Cantrell asked for a motion to adopt the Finance report. Director Peychaud moved to adopt Finance minutes as proposed. Director Sholas seconded. The motion carried.

## **REPORT OF THE EXECUTIVE DIRECTOR**

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Executive Director Ghassan Korban presented a slide overview that focused on the following topics:

### **The Power Complex**

- Anticipated to come online in summer 2025
- Installation will continue through November
- Utility Rack cabling installation is ongoing
- Coordinating with Entergy to connect to the Substations.
- DOE Grant secured through DNR

### **Lead Service Line Replacement Program**

#### **\$86M in State Revolving Funds**

- December 2024 Funds - Approved

#### **Bid Opening December 2024:**

- RFP for Program Manager for the LSL Replacement Program  
swbno.org/Projects/Lead Awareness – Completed  
6 proposals received – now in vetting process with selection committee

### **SWBNO Smart Metering Program**

#### **Installation Progress**

- 72,400 meters installed (as of 12/17/2024) - Ahead of projected plan
- Seeking 100% complete installation in 2025
- 44% of population
- Smart Meter Delinquency Rate
- \$12M of smart meter bills past due
- \$6M of smart meter bills are considered delinquent = 18%
- Delinquent: more than \$50 past 60 days due

### **New Online Customer Account**

- Now LIVE
- 46,000 Customers have migrated to the online customer portal
- Portal is available to all customers

## **Billing Laws Implementation**

### **Third party administrator (HGI) appointed by City Council Ordinance implemented 9/6/24**

- Ongoing exchange between HGI and SWBNO to input adjustments & ensure accuracy
- \$7M in total credits given
- Scheduling date to meet for presentation in January

### **Temporary fixed rate residential billing began**

- Fixed rate is based on usage and includes the “ready to serve” fee
- Hundreds of accounts are now on fixed rates

### **Arbiters**

- CEA has been executed with LLA who will administer the program
- Arbitration Requests: September: 15 accounts from SWBNO requested arbitration, December: Arbitration status pending
- No more estimated bills beginning January 2025

## **Drainage Consolidation (Act 763)**

- Pending Cooperative Endeavor Agreement being reviewed by City of New Orleans and SWBNO
- Funding includes special \$5 million annual allocation from the Infrastructure Maintenance Fund (IMF)
- Per Act 103, funding also includes revenue from traffic camera enforcement (\$TBD)
- Drainage assets to be received from CNO:
  - 1,840 miles of Drain Lines under 36" in diameter
  - 50,000 Drainage Manholes for pipes under 36"
  - 78,000 Catch Basins.
- Goal is to advertise 3 major contracts in January: cleaning RFP, engineering RFQ, and point repairs contract
- Planning for Day 1 allowing for outsourcing while we build our internal workforce

## **The People Plan**

- Promoting new alternative to Civil Service
- 5 Town Hall meetings are scheduled with employees virtually and in-person

- Will conduct surveys to determine the need of the employees
- Looking forward to a Legislative session in 2025

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### ACTION ITEMS

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- Resolution (R-159-2024) 2025 Operating Budget
  - **Director Sholas moved to accept R-159-2024. Director Howard seconded. The motion carried.**
- Resolution (R-160-2024) 2025 Capital Budget
  - **Director Cole moved to accept (R-160-2024) Director Sloss seconded. The motion carried.**
- Resolution (R-178-2024) 2025 Operating Budget and 2025 Capital Budget Blanket Appropriations
  - **Director Psychaud moved to accept (R-178-2024) Director Barnes seconded. The motion carried.**

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### CORRESPONDING RESOLUTIONS

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**The following resolutions were discussed at the December 11, 2024, Finance and Administration Meeting**

- Resolution (R-175-2024) Amendment No.1 of Armed Security Guards at Board Facilities to Increase Yearly Contract Amount.

### General Superintendent Recommendations

- Resolution (R-166-2024) Award of Service Agreement for Real Time Flood Data Tracking between The Sewerage and Water Board of New Orleans and I See Change.
- Resolution (R-153-2024) Amendment No. 3 to the Agreement between The Sewerage and Water Board of New Orleans and Durward Dunn Inc. for Old and New River Intake Stations Protection Barges.
- Resolution (R-155-2024) Amendment No. 12 to the Agreement between The Sewerage and Water Board of New Orleans and Arcadis U.S. Inc. For Design and Engineering Services for the Water Line Replacement Program.

- Resolution (R-157-2024) Amendment No. 6 to the Agreement between The Sewerage and Water Board of New Orleans and N-Y Associates Inc. for Design and Engineering Services for the Water Line Replacement Program.
- Resolution (R-163-2024) Amendment No. 7 to the Agreement between The Sewerage and Water Board of New Orleans and Stantec Consulting Services Inc. for Sewer System Evaluation and Rehabilitation Program Management (SSERP).
- Resolution (R-156-2024) Amendment No. 2 to the Cooperative Endeavor Agreement between the City of New Orleans and The Sewerage and Water Board of New Orleans for Carrollton Power Plant Static Frequency Changers 2 and 3 Capital Bond Funds.
- Resolution (R-133-2024) Ratification of Change Order No. 4 for Contract 2155 – Transmission Main Replacement – S. Claiborne (Versailles – Upperline) - TM003 - Per FEMA JIRR Project Worksheet (PW) 21031 & PW 21032 BLD Services, LLC between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
- Resolution (R-164-2024) Ratification of Change Order No. 1 for Contract 8171 Repaving Open Cuts in Streets, Driveways, and Sidewalks Resulting from the Sewerage and Water Board of New Orleans Underground Utility Repairs between the Sewerage and Water Board of New Orleans and Fleming Construction Co., LLC.
- Resolution (R-165-2024) Ratification of Change Order No. 2 for Contract 30247- Restoration of 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 the City of New Orleans between The Sewerage and Water Board of New Orleans and CMG Pipelines Inc.
- Resolution (R-132-2024) Authorization of Final Acceptance of Contract 2155 – Transmission Main Replacement – S. Claiborne (Versailles – Upperline) - TM003 - Per Fema JIRR Project Worksheet (PW) 21031 & PW 21032 between The Sewerage and Water Board of New Orleans and BLD Services, LLC.

**Mayor Cantrell asked for a motion to approve Corresponding Resolutions in Globo. Director Sloss moved to accept Corresponding resolutions as proposed. Director Howard seconded. The motion carried.**

**Mayor Cantrell presented a motion to enter executive session. Director Sholas moved. Director Sloss seconded. The motion carried.**

**Mayor Cantrell presented a motion to exit the executive session. Director Sloss moved. Director Peychaud seconded. The motion carried.**

**Mayor Cantrell presented a motion to adopt the Special Counsel recommendations. Director Barnes moved. Director Howard seconded. The motion carried.**

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## **INFORMATION ITEMS**

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The following items were submitted for informational purposes only:

- Report Preliminary Financial Results
- Report General Superintendent
- Report Human Resource
- Report Legal
- Report Safety
- Report Procurement
- FEMA Project Worksheet Status
- DBE Participation on Contracts Report

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## **PUBLIC COMMENTS**

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The following person(s) appeared before the Board of Directors to make comments:

- Mr. Johnell Brown, representing self, expressed concerns about discriminatory practice within SWBNO organization and the human resources department.

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## **ADJOURNMENT**

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There being no further business to come before the Board of Directors, Director Sholas moved to adjourn. Director Barnes seconded. The motion carried. The meeting adjourned at approximately 10:11 AM





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January 14, 2025

The Pension Committee met on Tuesday, January 14, 2025, in the Executive Boardroom. The meeting convened at approximately 9:00 a.m.

**Present:**

Director Joseph Peychaud  
Director Maurice Sholas, PhD, M.D.  
Director Chadrick Kennedy  
Trustee Ms. Jackie Shine  
Trustee Rebecca Johnsey  
Trustee Dexter Joseph

**Absent:**

Director Tyler Antrup  
Trustee Mubashir Maqbool  
Councilmember Freddie King III

**PRESENTATION ITEMS**

Kweku Obed of Marquette & Associates debriefed the committee on the Asset Manager Candidate Presentations. Candidates included: Fixed Income Core Plus (Loop Capital, Ramirez Asset Management); Mid Cap (Madison Investments, Earnest Partners); Small Cap (Mesirow Equity Management, Channing Capital Management); International Emerging Markets (GQG Partners, Causeway); and International Small Cap (Strategic Global Advisors, TS&W). Mr. Obed also shared the December/November 2024 Executive Summary and Supplemental Investment Report.

E. Grey Lewis, Chief Financial Officer, presented the FY2025 Pensioner's Annual COLA Study – Proposed Scope of Work from the Consulting Actuary.

**Action Items**

- A. Motion to Accept the Investment Consultant recommendation for Manager(s) in the Fixed Income Core Plus investment strategy. **Director Sholas moved to accept the motion. Trustee Joseph seconded. The motion carried.**
  
- B. Motion to Accept the Investment Consultant recommendation for Manager(s) in the Mid Cap investment strategy. **Director Kennedy to accept the motion. Trustee Shine seconded. Trustee Johnsey opposed. The motion carried.**



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- C. Motion to Accept the Investment Consultant recommendation for Manager(s) in the Small Cap investment strategy. **Trustee Johnsey moved to accept the motion. Trustee Joseph seconded. The motion carried.**
- D. Motion to Accept the Investment Consultant recommendation for Manager(s) in the International Emerging Markets investment strategy. **Director Sholas moved to accept the motion. Trustee Joseph seconded. The motion carried.**
- E. Motion to Accept the Investment Consultant recommendation for Manager(s) in the International Small Cap investment strategy. **Trustee Shine moved to accept the motion. Director Kennedy seconded. The motion carried.**

### **INFORMATION ITEMS**

The information items were received.

### **PUBLIC COMMENT**

No public comment

### **ADJOURNMENT**

There being no further business to come before the Pension Committee, Director Peychaud asked for a motion to adjourn. Director Sholas made the motion. Trustee Joseph seconded. The meeting was adjourned at approximately 10:03 a.m.



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January 15, 2025

The Finance and Administration Committee met on Wednesday, January 15, 2025, in the Executive Boardroom. The meeting convened at approximately 9:03 a.m.

1. **ROLL CALL**

**Present:**

Director Lynes R. Sloss  
Director Janet Howard  
Director Joseph Peychaud  
Director Robin Barnes

**Absent:**

Director Chadrick Kennedy

2. **CASH FLOW OVERVIEW**

Grey Lewis, Chief Financial Officer presented an update on the November 2024 financial results and liquidity position, as it is critical that SWBNO maintain sufficient cash flow levels to continue operations, and meet bond covenant requirements. The November 2024 Water and Sewer cash levels (176 / 125-Days Cash on Hand, respectively) exceed the minimum and target thresholds based on month end cash and budgeted expenses and additionally Debt Service Coverage is within the budgeted forecast.

December and November 2024 collections were \$20.2 and \$18.8m, respectively with the yearly average being \$21.3 monthly which is about \$300k below last fiscal year average. Efforts continue to promote customer payment plans via Promise Pay. Total Past Due Accounts receivables as of November 30, 2024 (aged > 60 days) were \$63.6m (23,415 customers) a decrease of 3% or \$2.1m from the prior month end with approximately 10k customers who have not enrolled in a payment plan despite being in arrears.

Programs are underway with both individual cases of high bill complaints being assessed by HGI who was appointed by the City Council via Ordinance on 9/6/2024 and continues to provide customer credits daily and overall review of customers in arrears. Susannah Kirby provided an update on the HGI program for customers and last week an initial operational meeting was held with the Council's office who is overseeing HGI with changes to provide increased reporting of customer credits granted (weekly reports



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to Council / SWBNO and weekly submission of requests for further arbitration by either SWBNO or the customer. To date 69 cases have been requested for arbitration by SWBNO based on the reporting received. The Arbiters program is in the process of being set up by the LLA after funding provided in legislation was provided directly to the LLA in December. The Council requested a formal letter asking for HGI to come before the Board of Directors to report on the new customer program put in place to address customer high bill concerns.

Reported revenues for November were below budget for the month and YTD and the CFO reported adjustments are being prepared for 2 items (a. relating to Customer credits which apply to bills for which a general reserve was already established due to aging incorrectly reducing current period revenue and b. Reclassification needed between Water and Sewer to address customer credits that should have been applied pro rata to both but were solely applied to the Water System. Management is working with the CSM data and IT Team to make the necessary adjustments. October operating expenses (\$23.2m) were below budget for the month continue to trend below budget YTD which was conservatively established.

The year end audit for 2024 is in preliminary stages with field work planned starting in March by the external auditors – Eisner Amper in order to complete the Annual Comprehensive Financial Report by the legislative deadline in June.

### 3. **ACTION ITEMS**

- Resolution (R-016-2025) Amendment No. 6 To Professional Services Agreement Between Sewerage and Water Board Of New Orleans And HDR Engineering, Inc. For Internal and External Communication Services
  - o **Director Psychaud moved to accept R-016-2025. Director Barnes seconded. The motion carried.**
- Resolution (R-034-2025) Motion to Ratify Execution of Cooperative Endeavor Agreement between The City of New Orleans and Sewerage and Water Board of New Orleans Maintenance Transfer of Drainage Operations.
  - o **Director Howard moved to defer R-034-2025. Director Psychaud seconded. The motion carried.**



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- Resolution (R-035-2025) Motion to Ratify Execution of Agreement Between the City of New Orleans and Sewerage and Water Board of New Orleans for Transfer and Consolidation of Drainage Operations Pursuant to Acts 783 and 103 of 2024
  - o **Director Peychaud moved to defer R-035-2025. Director Barnes seconded. The motion carried.**
- Resolution (R-036-2025) Motion to Ratify Execution of State of Louisiana Cooperative Endeavor Agreement (Line Item Appropriation)
  - o **Director Howard moved to defer R-036-2025. Director Peychaud seconded. The motion carried.**

## **GENERAL SUPERINTENDENT'S REPORT**

### **CONTRACT AWARDS/RENEWALS**

- Resolution (R-001-2025) Award of Contract 2154 – Transmission Main Replacement Program – 24” Waterline Replacement Decatur St. (Dumaine St – Governor Nichols St.) St. Peter St. (Chartres St.-Royal St.) - Tm010 - Project No. Pw20232, 2024-Swb-100 between The Sewerage and Water Board of New Orleans and Roubion Roads & Streets, LLC.
- Resolution (R-015-2025) Award of Contract 2167 – Lead Service Line Inspections and Replacements at Schools and Residential Connections Between The Sewerage and Water Board of New Orleans and Wallace C. Drennan, Inc.
- Resolution (R-017-2025) Renewal No. 1 for Contract 30247 – Restoration of 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 The City of New Orleans between The Sewerage and Water Board of New Orleans and CMG Pipelines, Inc.
- Resolution (R-018-2025) Renewal No. 2 for Contract 2164 – Water Line Replacements and Extension at Scattered Locations throughout Orleans Parish between The Sewerage and Water Board of New Orleans and Wallace C. Drennan, Inc.
  - o **Director Barnes moved to accept Contract Awards/Renewals. Director Howard seconded. The motion carried.**



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### **CONTRACT AMENDMENT**

- Resolution (R-019-2025) Amendment No. 11 to the Agreement Between The Sewerage and Water Board of New Orleans and Richard C. Lambert, Consultants, LLC for Design and Engineering Services for Water Line Replacement Program.
  - o **Director Psychaud moved to accept Contract Amendments. Director Howard seconded. The motion carried.**

### **CONTRACT CHANGE ORDER BY RATIFICATION**

- Resolution (R-003-2025) Ratification of Change Order No. 2 For Contract 30228 – Mid City Basin No. 2 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and Fleming Construction Company, LLC.
- Resolution (R-004-2025) Ratification of Change Order No. 2 for Contract 30233 – Carrollton Basin No. 4 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and Hard Rock Construction, LLC.
- Resolution (R-005-2025) Ratification of Change Order No. 3 for Contract 30236 – Carrollton Basin No. 6 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
- Resolution (R-006-2025) Ratification of Change Order No. 1 for Contract 30248 – Carrollton Basin No. 7 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and Fleming Construction Company, LLC.
- Resolution (R-008-2025) Ratification of Change Order No. 2 for Contract 30251 – Carrollton Basin No. 10 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
- Resolution (R-009-2025) Ratification of Change Order No. 3 for Contract 30252 – Carrollton Basin No. 11 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
- Resolution (R-010-2025) Ratification of Change Order No. 1 for Contract 30253 – Carrollton Basin No. 12 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.



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- Resolution (R-011-2025) Ratification of Change Order No. 2 for Contract 30254 – Carrollton Basin No. 13 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
- Resolution (R-012-2025) Ratification of Change Order No. 7 for Contract 1415 – West Power Complex Foundations and Underground Package between The Sewerage and Water Board of New Orleans and M.R. Pittman Group, LLC.
- Resolution (R-013-2025) Ratification of Change Order No. 2 For Contract 8171 – Repaving Open Cuts in Streets, Driveways, and Sidewalks Resulting from The Sewerage and Water Board of New Orleans Underground Utility Repairs between The Sewerage and Water Board of New Orleans and Fleming Construction Company, LLC.
  - o **Director Barnes moved to accept Contract Change Order by Ratification. Director Peychaud seconded. The motion carried.**

#### **FINAL ACCEPTANCE**

- Resolution (R-002-2025) Authorization of Final Acceptance of Contract 8166 – Repaving Open Cuts in Driveways and Sidewalks Resulting from the Repair to The Sewerage and Water Board Underground Utilities between The Sewerage and Water Board of New Orleans and Wallace Drennan, Inc.
  - o **Director Howard moved to accept Final Acceptance. Director Peychaud seconded. The motion carried.**

#### **4. INFORMATION ITEMS –**

The information items were received.

#### **5. PUBLIC COMMENT –**

None.

#### **6. ADJOURNMENT**

There being no further business to come before the Finance and Administration Committee Meeting, Director Peychaud moved to adjourn. Director Barnes seconded. The motion carried. The meeting adjourned at approximately 9:53 a.m.





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January 15, 2025

The Operations Committee met on Wednesday, January 15, 2025, in the Executive Boardroom. The meeting convened at approximately 10:00 a.m.

**Present**

Director Janet Howard, Chair  
Director Joseph Peychaud

**Members Absent**

Director Tamika Duplessis, PhD  
Director Chadrick Kennedy  
Director Maurice Sholas, PhD, MD

**Non-Members Present**

Director Lynes R. Sloss

**PRESENTATION ITEMS**

Ghassan Korban, Executive Director, and Jamie Parker, Director of Planning & Strategy, gave an update on the People Plan. The Plan is an employee-driven effort that seeks to determine the best workforce practices and policies for the utility. The Plan focuses on the areas of benefits, employee protections, compensation, career pathways and development, recruitment, and retention. Completed phases of the Plan include conducting an evaluation of current workforce policies and practices; researching other utilities to learn how they manage workforce challenges, identifying improvements favored by employees, and determining whether employee-supported improvements can be implemented within the utility's current workforce model as part of City Civil Service. The utility will be conducting a series of "town hall" sessions at its various locations, as well as providing virtual options, to give employees an opportunity to learn more about the People Plan. Once the town halls have been conducted, employees will be asked to participate in a non-binding survey to gauge support of the People Plan.

Susannah Kirby, Interim Chief Customer Service Officer, provided an update on smart meter bills, trends regarding delinquent payments, and a plan to address delinquencies. Generally, it is taking SWBNO 70 days to take action on a delinquent account, which, based on comparative research, is a longer than the timeframe used by other utilities. The presentation showed more than 29,000 delinquent smart meter customers, with a collective outstanding balance of \$17.2 million. To address



625 St. Joseph Street  
New Orleans, LA 70165  
504.529.2837 or 52.WATER

these delinquencies, SWBNO is working to improve its processes, including notifying customers sooner that their account is past due and increasing awareness and participation in payment plan options, such as Promise Pay. The department is also ramping up efforts to improve quality assurance and quality controls, as well as developing a team to improve the tracking of service orders.

David Callahan, Chief Administrative Officer, presented the 2025 SWBNO Holiday Schedule.

### **PUBLIC COMMENT**

No public comment

### **ADJOURNMENT**

There being no further business to come before the Operations Committee, Director Howard moved to adjourn. Director Sloss seconded. The motion carried. The meeting was adjourned at approximately 10:08 a.m.

## **HOLIDAY CALENDAR - 2025**

**BE IT RESOLVED** by the Sewerage and Water Board of New Orleans that the Sewerage and Water Board does hereby adopt the Holiday calendar for the year 2025, as set forth below:

New Year's Day 2024: Wednesday, January 1, 2025, Family Holiday  
MLK Day: Monday January 20, 2025, Normal Holiday  
Mardi Gras: Tuesday, March 4, 2025, Family Holiday  
Good Friday: Friday April 18, 2025, Normal Holiday  
Memorial Day: Monday, May 26, 2025, Normal Holiday  
Juneteenth Day: Thursday June 19, 2025, Normal Holiday  
Independence Day: Friday July 4, 2025, Family Holiday  
Labor Day: Monday, September 1, 2025, Family Holiday  
Indigenous Peoples Day, Monday October 13, 2025, Normal Holiday  
Thanksgiving Day: Thursday, November 27, 2025, Family Holiday  
Veterans Day: (displaced) Friday November 28, 2025, Normal Holiday  
Christmas Eve: Wednesday December 24, 2025, Normal Holiday  
Christmas Day: Thursday, December 25, 2025, Family Holiday  
New Year's Eve: Wednesday December 31, 2025, Normal Holiday \*\*Flexible Holiday

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 January 27, 2025.

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GHASSAN KORBAN  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD

**RATIFICATION OF COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF NEW ORLEANS AND SEWERAGE AND WATER BOARD OF NEW ORLEANS MAINTENANCE TRANSFER OF DRAINAGE OPERATIONS**

**WHEREAS**, the State of Louisiana approved to amend and reenact R.S. 33:4071(A)(1)(b) and to enact R.S. 33:4071.2, relative to New Orleans Sewerage and Water Board; to provide relative to the development of a coordinated flood prevention plan; to provide relative to the responsibility for drainage operations in the City of New Orleans; to provide relative to funding; and to provide related matters; and

**WHEREAS**, the City has agreed to transfer \$3,713,220.14 Dollars into a designated Board account titled "Drainage Transfer" which will be used to exclusively finance the maintenance cost of all drainage operations and structures 36 inches and below; and

**WHEREAS**, the Board and the City have executed the attached Cooperative Endeavor K24-2493 Agreement to provide for such "Drainage Transfer" and related matters.

**NOW THEREFORE, BE RESOLVED**, the Board hereby ratifies the execution of the attached Cooperative Endeavor K24-2493 Agreement Between the City of New Orleans and 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 a correct copy of a Resolution adopted at the Regular Monthly Meeting of said Board, duly called and held, according to law, on January 27, 2025.

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**GHASSAN KORBAN**  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD  
OF NEW ORLEANS

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
SEWERAGE AND WATER BOARD OF NEW ORLEANS  
MAINTENANCE TRANSFER OF DRAINAGE OPERATIONS**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the "**Agreement**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and **SEWERAGE AND WATER BOARD OF NEW ORLEANS**, represented by **Lynes R Sloss, Board President Pro Tempore** (the "**Board**"). The City and the **Board** may sometimes be collectively referred to as the "**Parties**." The Agreement is effective as of the date of execution by the City (the "**Effective Date**").

**RECITALS**

**WHEREAS**, the City is a political subdivision of the State of Louisiana;

**WHEREAS**, the **Board** is a political corporation organized under the laws of the State of Louisiana and the City of New Orleans, with which its principal address is located at **625 St. Joseph Street, New Orleans, LA 70165**;

**WHEREAS**, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, 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**, the **City** and the **Board** desire to accomplish a valuable public purpose of transferring the maintenance and responsibility of all drainage operations and structures 36 inches and below;

**WHEREAS**, the State of Louisiana approved to amend and reenact R.S. 33:4071(A)(1)(b) and to enact R.S. 33:4071.2, relative to New Orleans Sewerage and Water Board; to provide relative to the development of a coordinated flood prevention plan; to provide relative to the responsibility for drainage operations in the City of New Orleans; to provide relative to funding; and to provide related matters; and

**WHEREAS**, the City has agreed to transfer \$3,713,220.14 Dollars into a designated Board account titled "Drainage Transfer" which will be used to exclusively finance the maintenance cost of all drainage operations and structures 36 inches and below.

**NOW THEREFORE**, the City and the **Board**, each having the authority to do so, agree

as follows:

## **ARTICLE I - THE BOARD'S OBLIGATIONS**

### **A. Reporting.**

- a. **Finances.** The Board will submit to the Council and the Department of Finance:
  - i. A complete and detailed written accounting of expenditures associated with drainage operations and structures 36 inches and below, made pursuant to this Agreement on a monthly basis or as reasonably requested by the Council or the City;
  - ii. A complete and detailed year-end written accounting of expenditures associated drainage operations and structures 36 inches and below, made pursuant to this Agreement, which is due on or before January 31 of each year. The records must include, at a minimum, sufficient detail to allow for compliance with City Code Section 70-415.310; and
  - iii. Any additional documentation reasonably requested by the Council or the City.

### **B. Board Obligations.** The Board will, in addition to the above, perform or cause to be performed the following:

- a. Only expend or use the funds in accordance with R.S. 33:4071(A)(1)(b) and to enact R.S. 33:4071.2;
- b. Comply with any additional restrictions, of whatever nature, imposed or related to specific funding sources for the funds;
- c. Confirm that all required governmental regulatory reviews and approvals required in connection with this work are obtained;
- d. As reasonably requested by the Council or the City or their representatives, allow periodic access during normal business hours to the sites to review progress of any work;
- e. Establish a reasonably detailed construction schedule that sets forth quarterly milestones so the Board may report and facilitate the timely payment for each milestone.
- f. Submit to the Council and City any agreements related to the drainage operations and structures 36 inches and below.

### **C. Board Representations & Warranties.** The Board represents and warrants that:

- a. The Board, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding and enforceable against the Board in accordance with its terms.
- b. The Board is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit, or impair in any way its performance of any obligations hereunder.
- c. The Board has the requisite expertise, qualifications, and staff to enable it to

fully perform its obligations under this Agreement.

- d. As of the Effective Date of the Agreement, the Board has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations, or its ability to fulfill its obligations under this Agreement.
  - e. The Board is not in breach of any federal, state, or local statute or regulation applicable to the Board or its operations that would materially affect the Board's obligations under this Agreement; and
  - f. The Board will submit copies of any agreements related to the drainage operations and structures 36 inches and below.
- D. **Reliance on Representation, Warranties, and Covenants.** All representations, warranties, covenants, and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the City.

## **ARTICLE II - THE CITY'S OBLIGATIONS**

A. **Administration.** The City will:

- 1. Administer this Agreement through the Chief Administrative Office;
- 2. Provide the Board with any documents reasonably deemed necessary for the Board's performance of any work required under this Agreement;
- 3. Provide access to City personnel to discuss the required services during normal working hours, as requested by the Board; and
- 4. Transfer funds to the Board to finance drainage operations and maintenance of structures 36 inches and below.

## **ARTICLE III – FUNDING**

A. **Maximum Amount.** The maximum amount payable by the City under this Agreement is \$3,713,220.14. The funding will be paid by the City, through ARP funds, as soon as possible following execution of this Agreement.

## **ARTICLE IV - DURATION AND TERMINATION**

A. **Term.** The term of this agreement shall be for 1 year from the Effective Date.

B. **Extension.** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council.

C. **Termination for Convenience.** The City may terminate this Agreement at any time during the term of the Agreement by giving the **Board** written notice of the termination at least 60 calendar days before the intended date of termination.



**D. Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to the Board. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 60 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

**E. Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement with the requirement of a 90 day notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

## **ARTICLE V - INDEMNITY**

- A. In General.** To the fullest extent permitted by law, the Board will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Board, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Board in connection with the performance of work under this Agreement.
- B. Limitation.** The Board's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Board nor any of its agents or employees contributed to such gross negligence or willful misconduct.
- C. Independent Duty.** The Board has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Board is ultimately absolved from liability.
- D. Expenses.** Notwithstanding any provision to the contrary, the Board shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

## **ARTICLE VI - PERFORMANCE MEASURES**

- A. Factors.** The City will measure the performance of the Board according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service;

communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

- B. Failure to Perform.** If the Board fails to perform according to the Agreement, the City will notify the Board. If there is a continued lack of performance after notification, the City may declare the Board in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the Board for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Board.

## **ARTICLE VII – LIVING WAGES**

- A. Definitions.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.
- B. Compliance.** To the fullest extent permitted by law, the Board agrees, to the extent applicable, to ensure compliance with City Code Sections 70-801, et seq., which requires, in pertinent part, the following:
- a. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code (“Living Wage”);
  - b. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
  - c. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.
- C. Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:
- a. \$15.56 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.
- D. Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.
- E. Subcontract Requirements.** As required by Section 70-804 of the City Code, the Board, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“Article”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

- F. Reporting.** On or before January 31st and upon request by the City, the Board shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development  
Living Wage - Compliance  
1340 Poydras Street – Suite 1800  
New Orleans, Louisiana 70112

- G. Compliance Monitoring.** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “OWD”) and/or the Chief Administrative Office (“CAO”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Board will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Board agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Board, payroll records and employee paychecks; and (iii) that the City may audit such records of the Board as he or she reasonably deems necessary to determine compliance with the Living Wage standards.
- H. Remedies.** If the Board fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

## **ARTICLE VIII – HIRENOLA PROGRAM**

The **Board** agrees to abide by City Code sections 70-496, *et seq.*, to demonstrate good faith efforts to fully carry out the applicable requirements of the HireNOLA Program as defined in the City Code. If the **Board** fails to comply with the requirements of the HireNOLA Program during the term of the Agreement, said failure may result in termination of the Agreement or pursuit of other remedies.

## **ARTICLE IX - NON-DISCRIMINATION**

- A. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the **Board** (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental

disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the **Board's** employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

**B. Non-Discrimination.** In the performance of this Agreement, the **Board** will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the **Board** in any of **Board's** operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Board. The Board agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

**C. Incorporation into Subcontracts.** The **Board** will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

**D.** The City may terminate this Agreement for cause if the **Board** fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

## **ARTICLE X – FORCE MAJEURE**

**A. Event.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

**B. Notice.** To seek the benefit of this Article, the City must provide notice in writing to the Board stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

**C. Effect.**

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:



- i. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Board must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
- ii. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Board and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

#### **ARTICLE XI - 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:

**1. To the City:**

Chief Administrative Officer  
City of New Orleans  
1300 Perdido Street, 9<sup>th</sup> Floor  
New Orleans, LA 70112

&

City Attorney  
City of New Orleans  
1300 Perdido Street, Suite 5E03  
New Orleans, LA 70112

**2. To the Board:**

Ghassan Korban  
Executive Director  
Sewerage and Water Board of New Orleans  
625 St. Joseph Street  
New Orleans, LA 70165

&

Special Counsel  
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 XII - ADDITIONAL PROVISIONS**

**A. Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

**B. Assignment.** This Agreement and any part of the **Board's** interest in it are not assignable or transferable without the City's prior written consent.

**C. Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

**D. Compliance with City's Hiring Requirements – Ban the Box.**

1. The Board agrees to adhere to the City's hiring requirements contained in City Code Section 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the Board must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirement is necessary.

2. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Board notice of noncompliance and allow the Board thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Board remains noncompliant, the City may move to suspend payments to the Board, void the Agreement, or take any such legal action permitted by law or this Agreement.

3. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.

4. The Board will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

**E. Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the **Board** on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender

shall include the neutral and other gender.

**F. Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled “Cost recovery in contracts, cooperative endeavor agreements, and grants,” to the maximum extent permitted by law, the Board shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Board fails to meet its contractual obligations.

**G. Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

**H. Jurisdiction.** The **Board** consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the **Board**.

**I. Limitations of the City’s Obligations.** The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

**J. No Third Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

**K. Non-Exclusivity.** This Agreement is non-exclusive and the **Board** may provide services to other clients, subject to the City’s approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

**L. Non-Solicitation Statement** The Board has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Board has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

**M. Non-Waiver.** The failure of either 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 the 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 either 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.

**N. Ownership of Records.** Upon final payment, all data collected and all products of work prepared, created or modified by the **Board** in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the **Board’s** personnel and administrative records and any tools, systems, and information used by the **Board** to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, “Work Product”) will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City’s name. No Work Product may be



reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the **Board's** consent and for no additional consideration to the **Board**.

**O. Prohibition of Financial Interest in Agreement.** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the **Board**, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the **Board** pursuant to this Agreement without regard to the **Board's** otherwise satisfactory performance of the Agreement.

**P. Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

**Q. Remedies Cumulative.** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**R. Severability.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

**S. Special Conditions for Federal Compliance.** The "Federal Compliance Provisions" attached as Exhibit "A" to this Agreement are expressly incorporated in the Agreement and will be effective, notwithstanding any provision of the Agreement or any incorporated documents to the contrary, upon execution of this Agreement. The Parties further agree that any provisions, clauses, or requirements associated with specific fund sources for funds provided under this Agreement are expressly incorporated into this Agreement, irrespective of whether provided in Exhibit A. For purposes of Exhibit A, the terms contractor or Contractor shall include the Board.

**T. Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

**U. Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

### **ARTICLE XIII - 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.

**[The remainder of this page is intentionally left blank]**

**[SIGNATURES CONTAINED ON NEXT PAGE]**

IN WITNESS WHEREOF, the City and the Board, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY:   
LATOYA CANTRELL, MAYOR

Executed on this 30<sup>th</sup> of December, 2024

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Sarah Wellman McKay

SEWERAGE AND WATER BOARD OF NEW ORLEANS

BY:   
LYNES R. SLOSS, BOARD PRESIDENT PRO TEMPORE

[EXHIBITA CONTAINED ON NEXT PAGE(S)]

**EXHIBIT A  
FEDERAL COMPLIANCE PROVISIONS  
FOR  
AGREEMENTS  
WITH  
SUBRECIPIENTS/CONTRACTORS**

**FROM 2 CFR PART 200  
APPLICABLE TO ALL FEDERAL GRANTS.**

- 1. REMEDIES FOR NON-COMPLIANCE**
- 2. TERMINATION FOR CAUSE AND TERMINATION FOR CONVENIENCE**
- 3. EQUAL OPPORTUNITY ACT**
- 4. EQUAL OPPORTUNITY ACT FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**
- 5. DAVIS-BACON ACT**
- 6. LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**
- 7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
- 8. COPELAND "ANTI-KICKBACK" ACT**
- 9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**
- 10. CLEAR AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**
- 11. DEBARMENT AND SUSPENSION**
- 12. BYRD ANTI-LOBBYING ACT**
- 13. PROCUREMENT OF RECOVERED MATERIALS**
- 14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**
- 15. DOMESTIC PREFERENCES FOR PROCUREMENT**
- 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**
- 17. ACCESS TO RECORDS**
- 18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**
- 19. NO OBLIGATION BY FEDERAL GOVERNMENT**
- 20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

## **1. REMEDIES FOR NON-COMPLIANCE**

[See the body of the Agreement/Contract for this language.]

## **2. TERMINATION FOR CAUSE AND TERMINATION FOR CONVENIENCE**

[See the body of the Agreement/Contract for this language.]

## **3. EQUAL OPPORTUNITY ACT.**

A. Except as otherwise provided under 41 CFR Part 60, all non-exempt agreements/contracts and/or sub-subrecipient agreements/subcontracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” By operation of the order, the equal opportunity clause shall be considered to be a part of every agreement/contract and sub-subrecipient agreement/subcontract required by the order and the regulations in this part to include a clause, whether or not it is physically incorporated in such agreements/contracts and whether or not the agreement/contract between the agency and the Subrecipient/Contractor is written. During the performance of this Agreement/Contract, the Subrecipient/Contractor agrees as follows:

(1) The Subrecipient/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Subrecipient/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Subrecipient/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient/Contractor's legal duty to furnish information.

(4) The Subrecipient/Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's/Contractor's commitments under *Section 202 of Executive Order 11246 of September 24, 1965*, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Subrecipient/Contractor will comply with all provisions of *Executive Order 11246 of September 24, 1965*, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Subrecipient/Contractor will furnish all information and reports required by *Executive Order 11246 of September 24, 1965*, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Subrecipient's/Contractor's non-compliance with the nondiscrimination clauses of this Agreement/Contract or with any of such rules, regulations, or orders, this Agreement/Contract may be canceled, terminated or suspended in whole or in part, and the Subrecipient/Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in *Executive Order 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in *Executive Order 11246 of September 24, 1965*, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Subrecipient/Contractor will include the provisions of paragraphs (A)(1) through (A)(8) in every sub-subrecipient agreement, subcontract, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to *Section 204 of Executive Order 11246 of September 24, 1965*, so that such provisions will be binding upon each sub-subrecipient/subcontractor. The Subrecipient/Contractor will take such action with respect to any sub-subrecipient agreement, subcontract, or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the Subrecipient/Contractor becomes involved in, or is threatened with, litigation with a sub-subrecipient/subcontractor as a result of such direction, the Subrecipient/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **4. EQUAL OPPORTUNITY ACT FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS.**



A. The applicant hereby agrees that it will incorporate or cause to be incorporated into any agreement/contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at *41 CFR Chapter 60*, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

B. During the performance of this Agreement/Contract, the Subrecipient/Contractor agrees as follows:

(1) The Subrecipient/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Subrecipient/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Subrecipient/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's/Contractor's legal duty to furnish information.

(4) The Subrecipient/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's/Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Subrecipient/Contractor will comply with all provisions of *Executive Order 11246 of September 24, 1965*, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Subrecipient/Contractor will furnish all information and reports required by *Executive Order 11246 of September 24, 1965*, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Subrecipient's/Contractor's noncompliance with the nondiscrimination clauses of this Agreement/Contract or with any of the said rules, regulations, or orders, this Agreement/Contract may be canceled, terminated, or suspended in whole or in part, and the Subrecipient/Contractor may be declared ineligible for further Government contracts or federally assisted construction agreements/contracts in accordance with procedures authorized in *Executive Order 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in *Executive Order 11246 of September 24, 1965*, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Subrecipient/Contractor will include the language in Subsection (B) and the provisions of paragraphs (B)(1) through (B)(8) in every sub-subrecipient agreement, subcontract, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to *Section 204 of Executive Order 11246 of September 24, 1965*, so that such provisions will be binding upon each sub-subrecipient/subcontractor. The Subrecipient/Contractor will take such action with respect to any sub-subrecipient agreement, subcontract, or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Subrecipient/Contractor becomes involved in, or is threatened with, litigation with a sub-subrecipient/subcontractor as a result of such direction by the administering agency, the Subrecipient/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement/Contract.

(10) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subrecipients/Contractors and sub-subrecipients/subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(11) The applicant further agrees that it will refrain from entering into any Agreement/Contract or contractual modification subject to *Executive Order 11246 of September 24, 1965*, with a Subrecipient/Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive



Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subrecipients/Contractors and sub-subrecipients/subcontractors by the administering agency or the Secretary of Labor pursuant to *Part II, Subpart D of the Executive Order*.

(12) The applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **5. DAVIS-BACON ACT.**

### **A. (For prime construction contracts in excess of \$2,000.00)**

(1) Applicable agreements/contracts must comply with the *Davis Bacon Act*, as amended (40 U.S.C. 3141-3148). In accordance with the statute, Subrecipients/Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Subrecipients/Contractors must be required to pay wages not less than once a week.

## **6. LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**

### **A. (For construction agreements/contracts (incl. alteration and/or repair, including painting and decorating) of a public building or public work, or building or work financed in whole or part from Federal funds.)**

#### **(1) *Minimum wages.***

- (i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under *the Copeland Act (29 CFR Part 3)*), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Subrecipient/Contractor and such laborers and mechanics. The appropriate wage determinations are effective by operation of law even if they have not been attached to the Agreement/Contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under *the Davis-Bacon Act (40 U.S.C. 3141(2)(B))* on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (A)(1)(viii) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such

weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (A)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient/Contractor and its sub-subrecipients/subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) ***Frequently recurring classifications.*** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR Part 1, a wage determination may contain, pursuant to Part 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted to the paragraphs relating to conformance in this section, provided that:

- The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined.
- The classification is used in the area by the construction industry; and
- The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

The Administrator will establish wage rates for such classifications based on the proposed wage rate, including any bona fide fringe benefits, that bears a reasonable relationship to the wage rates contained in the wage determination. Work performed in such classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

***Conformance related provisions include paragraphs (A)(1)(iii)-(A)(1)(vi).***

(iii) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Agreement/Contract, be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- The classification is used in the area by the construction industry; and
- The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(iv) If the Subrecipient/Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree

on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov) . The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the thirty-day period that additional time is necessary.

- (v) In the event the Subrecipient/Contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the thirty-day period that additional time is necessary. The contracting officer must promptly notify the Subrecipient/Contractor of the action taken by the Wage and Hour Division under paragraphs (A)(1)(iv) and (A)(1)(v) of this section. The Subrecipient/Contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (A)(1)(iv) and (A)(1)(v) of this section must be paid to all workers performing work in the classification under this Agreement/Contract from the first day on which work is performed in the classification.
- (vi) ***Fringe Benefits Not Expressed as an Hourly Rate.*** Whenever the minimum wage rate prescribed in the agreement/contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient/Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (vii) ***Unfunded Plans.*** If the Subrecipient/Contractor does not make payments to a trustee or other third person, the Subrecipient/Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Subrecipient/Contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the *Davis-Bacon Act* have been met. The Secretary of Labor may require the Subrecipient/Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.
- (viii) ***Interest.*** In the event of a failure to pay all or part of the wages required by the agreement/contract, the Subrecipient/Contractor will be required to pay interest on any underpayment of wages.

(2) ***Withholding.*** The Federal agency or the City of New Orleans may, upon its own action, or shall,

upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Subrecipient/Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Subrecipient/Contractor or any sub-subrecipient/subcontractor for the full amount of wages and monetary relief, including interest, required by the paragraphs in Subsection (A) of this section for violations of this Agreement/Contract, or to satisfy any such liabilities required by any other Federal agreement/contract, or federally assisted agreement/contract subject to *Davis-Bacon labor standards*, that is held by the same prime Subrecipient/Contractor (as defined in §5.2). The necessary funds may be withheld from the Subrecipient/Contractor under this Agreement/Contract, any other Federal Agreement/Contract with the same prime Subrecipient/Contractor, or any other Federally assisted Agreement/Contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime Subrecipient/Contractor, regardless of whether the other agreement/contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Subrecipient/Contractor liability for which the funds were withheld. In the event of a Subrecipient's/Contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the Agreement/Contract, or upon the Subrecipient's/Contractor's failure to submit the required records as discussed in the paragraphs of this section relating to required disclosures and access, the Federal agency may on its own initiative and after written notice to the Subrecipient/Contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(i) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph regarding withholding or the provisions relating to the *Contract Work Hours and Safety Standards Act*, or both, over claims to those funded by:

- A Subrecipient's/Contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- A contracting agency for its procurement costs;
- A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a Subrecipient/Contractor, or a Subrecipient's/Contractor's bankruptcy estate;
- A Subrecipient's/Contractor's assignee(s);
- A Subrecipient's/Contractor's successor(s); or
- A claim asserted under the *Prompt Payment Act*, 31 U.S.C. 3901-3907.

### **(3) *Records and Certified Payrolls.***

(i) ***Basic Record Requirements.*** All regular payrolls and other basic records must be maintained by the Subrecipient/Contractor and any sub-subrecipient/subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least three (3) years after all the work on the prime Agreement/Contract is completed. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the *Davis Bacon Act*); daily and weekly number of hours actually worked in total and on each covered agreement/contract; deductions made; and actual wages



paid. Whenever the Secretary of Labor has found under paragraph (A)(1)(vii) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in *40 U.S.C. 3141(2)(B) of the Davis-Bacon Act*, the Subrecipient/Contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Subrecipients/Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

- (ii) ***Certified Payroll Requirements.*** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall submit weekly, for each week in which any *DBA- or Related Acts*-covered work is performed, certified payrolls to the appropriate Federal agency, if the agency is a party to the Agreement/Contract, but if the agency is not a party, the Subrecipient/Contractor shall submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the appropriate Federal agency. The prime Subrecipient/Contractor is responsible for the submission of all certified payrolls by all sub-subrecipients/subcontractors. A contracting agency or prime Subrecipient/Contractor may permit or require sub-subrecipients/subcontractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid signature; the system allows the Subrecipient/Contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least three (3) years after the work on the prime agreement/contract has been completed; and the contracting agency or prime Subrecipient/Contractor permits other methods of submission in situations where the Subrecipient/Contractor or the sub-subrecipient/subcontractor is unable or limited in its ability to use or access the electronic system. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (A)(3)(i) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime Subrecipient/Contractor to require a sub-subrecipient/subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime Subrecipient/Contractor for its own records, without weekly submission by the sub-subrecipient/subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(iii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Subrecipient/Contractor or sub-subrecipient/subcontractor or their agents who pays or supervises the payment of the persons employed under the Agreement/Contract and shall certify the following:

- That the certified payroll for the payroll period contains the information required to be provided under paragraph (A)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (A)(3)(i) of this section, and such information and records are correct and complete;
- That each laborer or mechanic (including each helper and apprentice) working on the Agreement/Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in *Regulations, 29 CFR Part 3*;
- That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the Agreement/Contract.

(iv) ***Use of Optional Form WH-347.*** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (A)(3)(iii) of this section.

(v) ***Signature.*** The signature by the Subrecipient/Contractor, sub-subrecipient/subcontractor, or their agent(s) shall be an original handwritten signature or a legally valid electronic signature.

(vi) ***Falsification.*** The falsification of any of the above certifications may subject the Subrecipient/Contractor or sub-subrecipient/subcontractor to civil or criminal prosecution under *Section 1001 of Title 18* and *Section 31 U.S.C. 3729*.

(vii) The Subrecipient/Contractor or sub-subrecipient/subcontractor shall make the records required under paragraph (A)(3) of this section, and any other documents that the Federal Agency or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the Federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Subrecipient/Contractor or sub-subrecipient/subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during the working hours on the job, the Federal agency may, after written notice to the Subrecipient/Contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to *29 CFR 5.12*. In addition, any Subrecipient/Contractor or other person that fails to submit the required records or

make those records available to WHD<sup>1</sup> within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under *29 CFR Part 6* any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the Subrecipient/Contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(viii) ***Agreements/Contracts, subrecipient agreements/subcontracts, and related documents.*** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall maintain this Agreement/Contract or sub-subrecipient agreement/subcontract and related documents, including, without limitation, bids, proposals, amendments, modifications, and extensions. The Subrecipient/Contractor or sub-subrecipient/subcontractor shall preserve these agreements/contracts, sub-subrecipient agreements/subcontracts, and related documents during the course of the work and for a period of three (3) years after all the work on the prime Agreement/Contract is completed.

(ix) ***Required Disclosures and Access.*** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall make the records required under paragraphs (A)(3)(i) through (A)(3)(viii) of this section, and any other documents that the Federal Agency or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by *29 CFR 5.1*, available for inspection, copying, or transcription authorized representatives of the Federal Agency or the Department of Labor, and must permit such representatives to interview workers during working hours on the job. Paragraph (A)(3)(vii) of this section outlines the sanctions for non-compliance with records and worker access requirements. Subrecipients/Contractors and sub-subrecipients/subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and shall provide them upon request to the appropriate Federal Agency, if the agency is a party to the Agreement/Contract or to the Wage and Hour Division of the Department of Labor. If the Federal Agency is not such a party to the Agreement/Contract, the Subrecipient/Contractor, sub-subrecipient/subcontractor, or both, must upon request, provide the full Social Security number and last known address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the appropriate Federal agency, the Subrecipient/Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **(4) *Apprentices and trainees -***

(i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department

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<sup>1</sup> Department of Labor's Wage and Hour Division

of Labor, Employment and Training Administration, Office of Apprenticeship (“OA”), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first ninety (90) days of probationary employment as an apprentice in such program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the Subrecipient/Contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify the fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails, for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the Subrecipient/Contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project discussed below in this paragraph. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed, as stated earlier in this paragraph, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Subrecipient/Contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality, in which the construction is being performed shall be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio or wage rate specified in the Subrecipient/Contractor's or sub-subrecipient's/subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyworker hourly rate specified in the applicable wage determination. The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of *Executive Order 11246*, as amended, and *29 CFR Part 30*.

- (ii) **Trainees.** Except as provided in *29 CFR 5.16*, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment, and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyworker's hourly rate specified in the applicable wage determination. Trainees



shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyworker wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Subrecipient/Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(5) *Compliance with Copeland Act requirements.*** The Subrecipient/Contractor shall comply with the requirements of *29 CFR Part 3*, which are incorporated by reference in this Agreement/Contract.

**(6) *Subcontracts.*** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall insert in any sub-subrecipient agreements/subcontracts the clauses contained in Subsection (A), in their entirety, within this section and along with the applicable wage determination(s) and such other clauses or contract modifications as the appropriate Federal agency may by appropriate instructions require, and also a clause requiring the sub-subrecipients/subcontractors to include these clauses and wage determination(s) in any lower tier sub-subrecipient agreements/subcontracts. The prime Subrecipient/Contractor shall be responsible for the compliance by any sub-subrecipient/subcontractor or lower tier sub-subrecipient/subcontractor with all the contract clauses in *29 CFR 5.5*. In the event of any violations of these clauses, the prime Subrecipient/Contractor, and any sub-subrecipients/subcontractors responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-subrecipients/subcontractors, and may be subject to debarment, as appropriate.

**(7) *Contract termination: debarment.*** A breach of the contract clauses in *29 CFR 5.5* may be grounds for termination of the Agreement/Contract, and for debarment as a Subrecipient/Contractor and a sub-subrecipient/subcontractor as provided in *29 CFR 5.12*.

**(8) *Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of *the Davis-Bacon and Related Acts* contained in *29 CFR Parts 1, 3, and 5* are herein incorporated by reference in this Agreement/Contract.

**(9) *Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this Agreement/Contract shall not be subject to the general disputes clause of this Agreement/Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in *29 CFR Parts 5, 6, and 7*. Disputes within the meaning of this

clause include disputes between the Subrecipient/Contractor (or any of its subrecipients/subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**(10) Certification of eligibility.**

- (i) By entering into this Agreement/Contract, the Subrecipient/Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient/Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of *41 U.S.C. 3144(b)* or *29 CFR 5.12(a)*.
- (ii) No part of this Agreement/Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of *40 U.S.C. 3144(b)* or *29 CFR 5.12(a)*.
- (iii) The penalty for making false statements is prescribed in the *U.S. Criminal Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001*.

**(11) Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any Subrecipient/Contractor or sub-subrecipient/subcontractor of any conduct which the worker reasonably believes constitutes a violation of the *DBA, Related Acts*, in *Part 5*, or *29 CFR Part 1* or *Part 3*;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the *DBA, Related Acts*, in *Part 5*, or *29 CFR Part 1* or *Part 3*;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the *DBA, Related Acts*, in *Part 5*, or *29 CFR Part 1* or *Part 3*; or
- (iv) Informing any other person about their rights under the *DBA, Related Acts*, in *Part 5*, or *29 CFR Part 1* or *Part 3*.

**7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

- A.** (Where applicable, all agreements/contracts awarded by the non-Federal entity in excess of \$100,000.00 or covered by the Federal Acquisition Regulation by reference, subject to the overtime provisions of the *Contract Work Hours and Safety Standards Act* that involve the employment of mechanics or laborers must include a provision for compliance with *40 U.S.C. 3702* and *3704*, as supplemented by Department of Labor regulations (*29 CFR Part 5*.) The Agency Head must cause or require the contracting officer to insert the following clauses set

forth in the paragraphs in this section in full. These clauses must be inserted in addition to the clauses under *Section 6: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction* or 29 CFR 4.6. As used in this section, the terms “laborers and mechanics” include watchpersons and guards.

**(1) *Overtime requirements.*** No Subrecipient/Contractor or sub-subrecipient/subcontractor contracting for any part of the contractual work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) *Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (A)(1) of this section, the Subrecipient/Contractor and any sub-subrecipient/subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of underpayment. In addition, such Subrecipient/Contractor and sub-subrecipient/subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (A)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A)(1) of this section.

**(3) *Withholding for unpaid wages and liquidated damages.*** The appropriate Federal Agency or City of New Orleans may, upon its own action or shall, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from the Subrecipient/Contractor or sub-subrecipient/subcontractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Subrecipient/Contractor or any sub-subrecipient/subcontractor for any unpaid wages, monetary relief, including interest, and liquidated damages required by the clauses set forth in this section of this Agreement/Contract, or any other Federally assisted agreement/contract subject to the *Contract Work Hours and Safety Standards Act* that is held by the same prime Subrecipient/Contractor (as defined in § 5.2). The necessary funds may be withheld from the Subrecipient/Contractor under this Agreement/Contract, or any other Federally assisted agreement/contract that is subject to the *Contract Work Hours and Safety Standards Act* and is held by the same prime Subrecipient/Contractor, regardless of whether the other agreement/contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Subrecipient/Contractor liability for which the funds were withheld.

**(4) *Priority to Withheld Funds.*** The Department has priority to funds withheld or to be withheld in accordance with withholding processes in this section and in *Section 6: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*, or both, over claims funded by: a Subrecipient's/Contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; a contracting agency for its procurement costs; a trustee(s) (either a court-appointed trustee or

a U.S. trustee, or both) in bankruptcy of a Subrecipient/Contractor, or a Subrecipient's/Contractor's bankruptcy estate; a Subrecipient's/Contractor's assignee(s); a Subrecipient's/Contractor's successor(s); or a claim asserted under the *Prompt Payment Act*, 31 U.S.C. 3901-3907.

**(5) Subcontracts.** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall insert in any sub-subrecipient agreements/subcontracts the clauses set forth in paragraphs (A)(1) through (A)(9) of this section and also a clause requiring the subrecipients/subcontractors to include these clauses in any lower tier sub-subrecipient agreements/subcontracts. The prime Subrecipient/Contractor shall be responsible for compliance by any sub-subrecipient/subcontractor or lower tier sub-subrecipient/subcontractor with the clauses set forth in paragraphs (A)(1) through (A)(9) of this section. In the event of any violations of these clauses, the prime Subrecipient/Contractor, and any sub-subrecipients/subcontractors responsible shall be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-subrecipients/subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**(6)** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall maintain regular payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years after all the work on the prime Agreement/Contract is completed for all laborers and mechanics, including guards and watchpersons, working on the Agreement/Contract. Such records shall contain the name, last known address, telephone number, email address, and Social Security number of each such worker, each worker's correct classifications of work actually performed, hourly rates of wages paid, daily and weekly number of hours actually worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Subrecipient/Contractor or sub-subrecipient/subcontractor for inspection, copying, or transcription by authorized representatives of the appropriate Federal Agency and the Department of Labor, and the Subrecipient/Contractor or sub-subrecipient/subcontractor will permit such representatives to interview workers during working hours on the job.

**(7) Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any Subrecipient/Contractor or sub-subrecipient/subcontractor of any conduct which the worker reasonably believes constitutes a violation of the *Contract Work Hours and Safety Standards Act* or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the *Contract Work Hours and Safety Standards Act* or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any



proceeding under the *Contract Work Hours and Safety Standards Act* or this part; or

- (iv) Informing any other person about their rights under the *Contract Work Hours and Safety Standards Act* or this part.

**(8) *Incorporation of Contract Clauses and Wage Determinations by Reference.*** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered agreements/contracts, and Subrecipients/Contractors and sub-subrecipients/subcontractors are required to insert them in any lower-tier sub-subrecipient agreements/subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

**(9) *Incorporation by Operation of Law.*** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime Agreement/Contract required by the applicable sections referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such Agreement/Contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime Subrecipient/Contractor must be compensated for any resulting increase in wages in accordance with applicable law.

- B. Note:** Section 7 is for agreements/contracts subject only to *the Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in § 5.1.

## **8. COPELAND “ANTI-KICKBACK” ACT**

**A. *Subrecipient/Contractor.*** The Subrecipient/Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Pt. 3 (“*Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States*”) as may be applicable, which are incorporated by reference into this Agreement. The Act provides that each Contractor or Subrecipient must be 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 he or she is otherwise entitled.

**B. *Subcontracts.*** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall insert in any sub-subrecipient agreements/subcontracts Subsection (A) above and such other clauses as FEMA, or other appropriate Federal Agency, may by appropriate instructions require, and also a clause requiring the sub-subrecipients/subcontractors to include these required clauses in any lower tier sub-subrecipient agreements/subcontracts. The prime Subrecipient/Contractor shall be responsible for the compliance by any sub-subrecipient/subcontractor or lower tier sub-subrecipient/subcontractor with all of these contract clauses.

**C. *Breach.*** A breach of Subsections (A) and (B) above may be grounds for termination of the Agreement/Contract, and for debarment as a Subrecipient/Contractor and sub-

subrecipient/subcontractor as provided in 29 C.F.R. § 5.12.

## **9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- A. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Recipient, Subrecipient, or Contractor wishes to enter into an agreement/contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Recipient, Subrecipient, or Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

## **10. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- A. (For agreements/contracts over, \$150,000.00, the Subrecipient/Contractor must comply with all applicable standards, orders, or regulations issued pursuant to *the Clean Air Act* (42 U.S.C. 7401-7671(q)) and *the Federal Water Pollution Control Act*, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(1) The Subrecipient/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to *the Clean Air Act*, as amended, 42 U.S.C. § 7401 et seq and *the Federal Water Pollution Control Act*, as amended, 33 U.S.C. § 7401 et seq.

(2) The Subrecipient/Contractor agrees to report each violation to the City of New Orleans and understands and agrees that the City of New Orleans will, in turn, report each violation as required to assure notification to FEMA or the appropriate Federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Subrecipient/Contractor agrees to include these requirements in each sub-subrecipient agreement/subcontract, exceeding \$150,000.00, financed in whole or in part with Federal assistance provided by FEMA or another Federal awarding agency.

## **11. DEBARMENT AND SUSPENSION**

- A. This Agreement/Contract is a covered transaction for purposes of 2 C.F.R. Pt. 180 and 2 C.F.R. Pt. 3000. As such, the Subrecipient/Contractor is required to verify that none of the Subrecipient's/Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). An Agreement/Contract award (see 2 CFR 180.220) shall not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implemented *Executive Orders 12549* (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than *Executive Order 12549*.

- B.** The Subrecipient/Contractor must comply with 2 C.F.R. Pt. 180, Subpart C and 2 C.F.R. Pt. 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C.** This certification is a material representation of fact relied upon by the City and the Subrecipient/Contractor. If it is later determined that the Subrecipient/Contractor did not comply with 2 C.F.R. Pt. 180, Subpart C and 2 C.F.R. Pt. 3000, Subpart C, in addition to remedies available to the City and the Subrecipient/Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D.** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Pt. 180, Subpart C and 2 C.F.R. Pt. 3000, Subpart C while this offer is valid and throughout the period of any agreement/contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **12. BYRD ANTI-LOBBYING ACT**

- A.** The Subrecipient/Contractor will be expected to comply with Federal statutes required in *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*.
- B.** Subrecipients/Contractors who apply or bid for an award exceeding \$100,000.00 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- C.** Note: Subrecipients/Contractors who apply or bid for an award of \$100,000.00 or more shall file the required certification found below in Appendix A.

## **13. PROCUREMENT OF RECOVERED MATERIALS**

- A.** In the performance of this Agreement/Contract, the Subrecipient/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (1) Competitively within a timeframe providing for compliance with the Agreement's/Contract's performance schedule;
  - (2) Meeting the Agreement's/Contract's performance requirements; or
  - (3) At a reasonable price.
- B.** Information about this requirement, along with the list of EPA-designated items, is available

at EPA's Comprehensive Procurement Guidelines web site,  
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

- C. The City of New Orleans and Subrecipient/Contractor shall comply with all other applicable requirements of *Section 6002 of the Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of *Section 6002* include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at *40 CFR Part 247* that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity required during the preceding fiscal year exceeded \$10,000.00, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- A. Recipients, subrecipients, and contractors are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew an agreement or a contract to procure or obtain; or

(3) Enter into an agreement or a contract (or extend or renew an agreement or a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232, Section 889*, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. see *2 CFR § 200.216; Public Law 115-232 § 889*.



- B.** Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, [and] cloud servers are allowable except for the following circumstances: obligating or expending covered telecommunications and video surveillance services or equipment or services described in § 200.216 as prohibited in Subsections (A)(1)-(A)(3) of this section.

## **15. DOMESTIC PREFERENCES FOR PROCUREMENT**

- A.** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all agreements, contracts, and purchase orders for work or products under this award.

- B.** For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. see 2 CFR § 200.322.

- C.** Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR Part 184.

## **16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

- A.** Each and every provision of law and clause required by law to be inserted in this Agreement/Contract shall be deemed to be inserted herein, and the Agreement/Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement/Contract shall forthwith be physically amended to make such insertion or correction.

## **17. ACCESS TO RECORDS**

- A.** The following “access to records” requirements apply to this Agreement/Contract:

(1) The Subrecipient/Contractor agrees to provide any official from the Federal government or the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient/Contractor which are directly pertinent to this Agreement/Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Subrecipient/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Subrecipient/Contractor agrees to provide the Federal administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement/Contract.

(4) In compliance with *the Disaster Recovery Act of 2018*, the City and the Subrecipient/Contractor acknowledge and agree that no language in this Agreement/Contract is intended to prohibit audits or internal reviews by the Federal administrator or the Comptroller General of the United States.

## **18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

A. This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the Agreement/Contract. The Subrecipient/Contractor will comply with all applicable Federal laws, regulations, executive orders, policies, procedures, and directives as well as any FEMA policies, procedures, and directives.

## **19. NO OBLIGATION BY FEDERAL GOVERNMENT**

A. The Federal Government is not a party to this Agreement/Contract and is not subject to any obligations or liabilities to the non-Federal entity, Subrecipient/Contractor, or any other party pertaining to any matter resulting from the Agreement/Contract.

## **20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

A. The Subrecipient/Contractor acknowledges that *31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements)* applies to the Subrecipient's/Contractor's actions pertaining to this Agreement/Contract.

### **Citations:**

Items 1-15 are from *2 CFR 200, Appendix II*

Item 16 is prudent.

Items 17-20 are from FEMA's Recommended Provisions.

## **[THE LOBBYING CERTIFICATION IS ON THE NEXT PAGE] APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

### *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,

to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients/contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The Subrecipient/Contractor, **SEWERAGE AND WATER BOARD**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient/Contractor understands and agrees that the provisions of *31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
**LYNES R SLOSS, BOARD PRESIDENT PRO TEMPORE**

  
\_\_\_\_\_  
Date

[END OF AGREEMENT]

**RATIFICATION OF AGREEMENT BETWEEN THE CITY OF NEW ORLEANS AND SEWERAGE AND WATER BOARD OF NEW ORLEANS FOR TRANSFER AND CONSOLIDATION OF DRAINAGE OPERATIONS PURSUANT TO ACTS 783 AND 103 OF 2024**

**WHEREAS**, the Sewerage and Water Board of New Orleans has always been responsible for the public drainage system of the city of New Orleans consisting of canals and pumps that direct water from the city into Lake Pontchartrain, under state law which provides that the public water system, the public sewerage system, and the public drainage system of the city of New Orleans shall be constructed, controlled, maintained, and operated by the Board (La. R.S. 33:4071(A); Act 111 of 1902); and

**WHEREAS**, under the Home Rule Charter of the City of New Orleans, the City through the Department of Public Works (“DPW”) is responsible for streets and installations in, above, or under them (Art. IV Ch. 9 Sec. 4-901 (1), (2), (3), (5), and (6)); and

**WHEREAS**, Act 763 of the Regular Session of the Louisiana Legislature (“Act 763”), effective June 19, 2024, upon signature by the Governor, as provided therein, requires that that the Board shall be responsible for “all drainage operations in the city of New Orleans”, that the City of New Orleans shall transfer all employees and equipment used for drainage maintenance to the Board, and that the City of New Orleans shall allocate on an annual basis to the Board the same level of funding the New Orleans Department of Public Works utilized in fiscal year 2023 for drainage operations; and

**WHEREAS**, Act 103 of the Regular Session of the Louisiana Legislature (“Act 103”) effective May 21, 2024, upon signature of the Governor as provided therein, requires that revenue generated within Orleans Parish outside of a school zone by use of “electronic enforcement devices” as defined therein, “shall only be used for the purpose of stormwater drainage infrastructure, maintenance, and improvements”; and

**WHEREAS**, the Board and the City agreed that the effective date for implementation of the transfer of drainage, equipment, personnel (if any), and funding pursuant to Acts 763 and 103 shall be January 1, 2025; and

**WHEREAS**, accordingly, the City and the Board agreed to provide for their respective roles and responsibilities regarding the transfer of drainage operations, equipment and personnel to the Board by the City of New Orleans, to provide funding for the same and to provide for related matters, all effective on January 1, 2025, as set forth in the attached Agreement Between the City of New Orleans and the Sewerage and Water Board of New Orleans for Transfer and Consolidation of Drainage Operations Pursuant to Acts 783 and 103 of 2024.

**NOW THEREFORE, BE RESOLVED**, the Board hereby ratifies the execution of the Agreement Between the City of New Orleans and the Sewerage and Water Board of New Orleans for Transfer and Consolidation of Drainage Operations Pursuant to Acts 783 and 103 of 2024.

---

I, Ghassan Korban, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and a correct copy of a Resolution adopted at the Regular Monthly Meeting of said Board, duly called and held, according to law, on January 27, 2025.

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**GHASSAN KORBAN**  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD  
OF NEW ORLEANS

K24-1402

**AGREEMENT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
SEWERAGE AND WATER BOARD OF NEW ORLEANS  
FOR  
TRANSFER AND CONSOLIDATION OF DRAINAGE OPERATIONS  
PURSUANT TO ACTS 783 AND 103 OF 2024**

**THIS AGREEMENT** (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Sewerage and Water Board of New Orleans, represented by Ghassan Korban, Executive Director (the “**Board**”). The City and the Board may sometimes be collectively referred to as the “**Parties**.” The Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City is a political subdivision of the State of Louisiana; and

**WHEREAS**, the Board is a political corporation, under the law of the State of Louisiana, which principal address is located at 625 St. Joseph Street, New Orleans, Louisiana; and

**WHEREAS**, the City through the Department of Public Works (“DPW”) is responsible for streets and installations in, above, or under them under Home Rule Charter of the City of New Orleans which states that the City through DPW shall provide for the design, construction, paving, maintenance, and marking of streets, bridges, and related structures; supervise, regulate and control installations in, above or under streets; establish elevations and control grades of streets; coordinate construction and maintenance projects with other departments, boards, and agencies of government and public utilities; and coordinate or manage public works projects in the process of construction or acquisition and monitor their present status, the amounts spent or to be spent thereon, and the work required to complete each undertaking with a schedule for such completion (Art. IV Ch. 9 Sec. 4-901 (1), (2), (3), (5), and (6)); and

**WHEREAS**, Act 763 of the Regular Session of the Louisiana Legislature (“Act 763”), effective June 19, 2024, upon signature by the Governor, as provided therein, requires that that the Board shall be responsible for “all drainage operations in the city of New Orleans”, that the city of New Orleans shall transfer all employees and equipment used for drainage maintenance to the Board, and that the city of New Orleans shall allocate on an annual basis to the Board the same level of funding the New Orleans Department of Public Works utilized in fiscal year 2023 for drainage operations; and

**WHEREAS**, the Board has always been responsible for the public drainage system of the city of New Orleans consisting of canals and pumps that direct water from the city into Lake Pontchartrain, under state law which provides that the public water system, the public sewerage system, and the public drainage system of the city of New Orleans shall be constructed, controlled, maintained, and operated by the Board (La. R.S. 33:4071(A); Act 111 of 1902); and

**WHEREAS**, to provide for the their respective roles and responsibilities with respect to

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construction, management and operation of connected elements of their respective systems (including the Board's public drainage system and DPW's city streets including guttering and street drainage), the parties have previously entered into a series of agreements including an Agreement dated July 1, 1992 (the "1992 Agreement"), a prior Agreement dated (date in 1987) (the "1987 Agreement"), and Agreement Number K12-005 dated February 6, 2012 (the "FEMA Funded Projects Agreement"), under which "subsurface drainage" for which the City was responsible, was defined; and

**WHEREAS**, state law authorizing the issuance of bonds to fund the construction, operation, maintenance and/or extension of the drainage system of the city of New Orleans by the Board, expressly forbids use of such bond proceeds "for subsurface drainage systems and their appurtenances" (La. R.S. 33:4124, 4137 and 4147); and

**WHEREAS**, Act 103 of the Regular Session of the Louisiana Legislature ("Act 103") effective May 21, 2024, upon signature of the Governor as provided therein, requires that revenue generated within Orleans Parish outside of a school zone by use of "electronic enforcement devices" as defined therein, "shall only be used for the purpose of stormwater drainage infrastructure, maintenance, and improvements"; and

**WHEREAS**, it is the goal of the Board to develop an annual maintenance program for catch basin and pipe cleaning, provided that funding received is sufficient to cover the costs thereof, and further provided that the Mayor and New Orleans City Council will review the annual maintenance program for catch basin and pipe cleaning and use its best efforts to ensure the system is adequately funded and the Board is accountable for its work; and

**WHEREAS**, to fulfill the mandates of Act 763 and 103, time is required to permit the Board and the City to provide for the transfer of responsibility of drainage operations from the City to the Board, and to provide for related matters and the need to minimize operational disruptions and effects to both the City and the Board; and

**WHEREAS**, both parties have agreed that the effective date for implementation of the transfer of drainage, equipment, personnel (if any), and funding pursuant to Acts 763 and 103 shall be January 1, 2025; and

**WHEREAS**, accordingly, the City and the Board as set forth below, seek to set forth their agreement regarding the transfer of responsibility for drainage operations, equipment and personnel to the Board by the City of New Orleans, to provide funding for the same and to provide for related matters, all effective on January 1, 2025;

**NOW THEREFORE**, the City and the Board, each having the authority to do so, agree as follows:

#### **ARTICLE I-DRAINAGE AND SUBSURFACE DRAINAGE**

Subsurface drainage is defined as including the following: all drainage lines smaller than thirty-six inches (36") in diameter or the equivalent in arched pipe, all catch basins and catch basins laterals; and manholes designed to accommodate lines less than thirty-six inches diameter.



Drainage lines thirty-six inches (36") and larger and manholes designed to accommodate lines 36" or larger shall be considered part of the major drainage systems and the installation, maintenance, repair and replacement thereof shall be the responsibility of the Board. Subsurface drainage and major drainage shall be defined as "drainage operations" herein.

"Drainage operations" as used herein is defined as subsurface drainage and major drainage collectively as defined above, and shall exclude ditches, drainage swales, and culverts of all sizes including but not limited to culverts under bridges, and other similar elements.

## **ARTICLE II - THE BOARD'S OBLIGATIONS**

1. The Board shall accept responsibility for drainage operations in the city of New Orleans as more fully provided in this agreement.
2. The Board shall receive and accept from the City of New Orleans, the City's employees and equipment used for drainage maintenance as more fully provided in this agreement. The Board shall also supplement the City's equipment with purchased equipment necessary to achieve its maintenance goals.
3. The Board shall receive and accept from the City of New Orleans, funds allocated, on an annual basis by the City reflecting the same level of funding the New Orleans Department of Public Works utilized in fiscal year 2023 for drainage operations, and any other increases in funding by the City of New Orleans subject to New Orleans City Council approval, including those approved by the Louisiana state legislature
4. The Board shall receive and accept from the City of New Orleans all revenue generated from electronic enforcement devices (automated speed enforcement devices, red light traffic cameras, and mobile speed cameras used for the purpose of regulating and enforcing traffic violations in which citations are issued by mail) within Orleans Parish outside of a school zone.
5. The Board shall pay its pro-rata share of the cost associated with processing and collections of all revenue generated from electronic enforcement devices as expressly defined in Act 103;
6. The Board shall make every good faith effort to secure additional funding from other sources including but not limited to Federal and State funding sources prior to requesting additional funding from the City;
7. In anticipation of the transfer of responsibilities, the Board shall provide the City a detailed work plan for addressing the 77,000 catch basins and small diameter drainage lines throughout the city of New Orleans;
8. The Board shall make its best good faith efforts to clean 20% of the approximately 77,000 catch basins and small diameter drainage lines every year using any and all funding designated for cleaning of catch basins and drainage lines. If the Board is unable to clean such annual percentage of catch basins and drainage lines, the Board shall provide the City Council and Mayor a detailed reporting of deficiencies. The Council shall assess validity of deficiencies in determination of how to proceed.
9. City and Board will appoint with the Board's agreement a Project Liaison to act as a resource to give visibility to emerging needs as they arise for timely response. This liaison will not interfere with the daily operations of the project.
10. The Board must notify the City's Department of Public Works of any service cut on the City's right of ways, including sidewalks, ADA ramps and roadways. The Board

will restore all service cuts on the City's right of ways, including sidewalks, ADA ramps and roadways, opened, demolished by Board within 45 days of completion of drainage work, according to the standards established by applicable ordinances.

11. The Board shall report on the major drainage and subsurface drainage operations to the New Orleans City Council on the same cycle as the quarterly and annual reports as provided in Louisiana Revised Statutes § 33:4091. The Board shall also integrate drainage assets and include any scheduled maintenance repairs on a public dashboard.

### **ARTICLE III - THE CITY'S OBLIGATIONS**

#### ***A. Transfer and Delivery Under Acts 763 and 101.***

1. The City shall transfer responsibility for the drainage operations in the City as required by Act 763 as more fully provided in this agreement.
2. The City shall transfer and deliver to the Board, its employees, subject to Civil Service requirements and equipment used for drainage maintenance, as more fully provided in this agreement.
3. The City shall transfer and deliver to the Board, funds allocated on an annual basis by the City reflecting the same level of funding the New Orleans Department of Public Works utilized in fiscal year 2023 for drainage operations, and any other increases in funding by the City of New Orleans subject to New Orleans City Council approval.
4. The City shall transfer and deliver to the Board all net revenue generated from electronic enforcement devices (automated speed enforcement devices, red light traffic cameras, and mobile speed cameras used for the purpose of regulating and enforcing traffic violations in which citations are issued by mail) within Orleans Parish outside of a school zone, including any electronic enforcement device funds held in escrow by the City. Net revenue generated is defined as revenue collected by the City through payments of fines, fees and/or collections after the cost associated with the deductions to the Indigent Defenders Fund are assessed. This term is in no way defined as fines, fees assessed but not yet collected. The net revenue generated will included current funding in escrow from effective date of this Act (June 19, 2024). With payment remitted on a monthly basis after reconciliation.
5. The City shall transfer and deliver to the Board 100% of funds deposited into the Infrastructure Maintenance Fund ("IMF"), with 25% of the IMF funding dedicated to the minor drainage system effective January 1, 2025.

#### ***B. Administration.*** The City will:

1. Administer this Agreement through the City's Department of Public Works ("DPW"), Department of Finance ("Finance"), and/or Office of Resilience and Sustainability and/or Chief Administrative Office for the City of New Orleans;
2. Provide the Board with a list and copies of all current contracts and agreements, including specifications, all amendments, change orders and plan changes, proposed or requested

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amendments, outstanding bid documents, requests for proposals and/or requests for qualifications, drainage study findings and recommendations, and other documents related to any project, work, work requests, work orders, service requests including but not limited to 311 requests related to drainage and catch basins, and the like related to drainage operations transferred to the Board pursuant to Acts 764, 103, or otherwise provided under this Agreement, as well as all data, reports, studies, and existing information related to small diameter drainage, deemed necessary for the Board's performance of any work required under this Agreement;

3. Continue in effect the City's current contract(s) regarding catch basin cleaning and other work and services with respect to subsurface drainage, until completion of such contract(s), including payment of invoiced amounts; and

4. Continue in effect the City's responsibility for drainage swales, and culverts of all sizes including driveway culverts but not culverts under bridges, which all shall remain the responsibility of the City.

5. Upon final execution of this Agreement, provide interim access to Department personnel through July 1, 2025 to discuss the required services during normal working hours, as requested by the Board; and

6. Notwithstanding the requirements of Act 763, the City will retain all current personnel assigned to drainage associated with this drainage transfer unless members of the personnel desire to seek employment with the Board.

7. Execute such documents as are necessary and appropriate to transfer ownership of the equipment associated with catch basin cleaning and drainage, and all related additional parts, manuals, warranties, service records, and all other related documents and items pertaining to each and every of them, and physically deliver same to the Board to the location(s) directed by the Board.

***C. Preexisting Duties Unaffected.*** The City will:

1. Remain a co-permittee to the Municipal Separate Storm Sewer System (MS4) permit and contribute to the Board's Storm Water Management Program. Those contributions are, but not limited to, as follows:
  - a. Hold at least one Household Hazardous Waste Day.
  - b. Complete quarterly inspections of City facilities.
  - c. Promote participation in education outreach events and litter clean-up days.
  - d. Contribute to the annual MS4 report.
2. Design, build, operate and maintain green infrastructure systems on City property which contribute to storing stormwater on site before entering the drainage system except those designed and built by the Board under their consent decree.
3. Co-lead any stormwater master planning process to ensure that any plan has a holistic view of both the green and grey infrastructure improvements needed to withstand intense rainfall events.

4. Except as required by Act 763, retain responsibility for functions as provided by the Home Rule Charter of the City of New Orleans including but not limited to design, construction, paving, maintenance, and marking of streets, bridges, and related structures and approaches, installations in, above or under streets, and otherwise as provided under Home Rule Charter Article IV Chapter 9 Section 4-901, the 1992 Agreement, the FEMA Funding Agreement, and any other more specific existing agreement related to the coordination of services and payments therefor, except that references in such agreements to allocation of responsibilities based on distinctions between subsurface drainage and major drainage, which shall be reallocated to reflect the provisions of Act 763. City shall remain responsible for its Green Infrastructure (GI) projects up to the drainage structure that outfalls into the major drainage system (canals). Should there be a failure of green (GI) elements or perforated underdrains and sand or other sediments from the GI media enter the drainage system, then the City shall be responsible for the emergency procurement of specialized contractors to clean the portions of the impacted drainage system at the City's cost.
5. City shall remain responsible, and Board shall not be responsible for maintaining pervious/porous pavement and associated perforated pipes.
6. If GI elements are installed within the footprint of main drain lines (if approved by the Board), the City shall assume responsibility for removal and restoration of all specialty pavement, GI media, and incidentals. Board shall only be responsible for the repairs of the main drainage lines.
7. Continue in effect the City's responsibility for drainage swales, and culverts of all sizes including but not limited to culverts under bridges, which all shall remain the responsibility of the City.
8. Continue in effect all other contracts and professional services agreements with respect to existing capital and bond projects, including capital (JIRR and bond projects) and processes and procedures for management and coordination thereof, including invoicing.

#### **ARTICLE VI - INDEMNITY**

A. To the fullest extent permitted by law, each party will protect, defend, indemnify, and hold harmless the other, its agents, elected officials, employees, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any negligent act or omission or the operation of the Party, its agents or employees while engaged in or in connection with the performance of work under this Agreement.

**B. Limitation.** Each Party's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither that party nor any of its agents or employees contributed to such gross negligence or willful misconduct.

**C.** The Parties intend and agree that each Party shall be fully responsible for all liabilities incurred in connection with their respective acts or omissions, regardless of the presence or absence of insurance.

#### **ARTICLE VII - 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:

**1. To the City:**

Director of Department of Public Works  
City of New Orleans  
1300 Perdido Street, 6<sup>th</sup> Floor  
New Orleans, La 70112

And

City Attorney  
City of New Orleans  
1300 Perdido Street, Suite 5E03  
New Orleans, LA 70112

And

Public Works Committee Chair  
New Orleans City Council  
1300 Perdido Street, 2<sup>nd</sup> Floor  
New Orleans, LA 70112

**2. To the Contractor:**

Executive Director  
Sewerage and Water Board of New Orleans  
625 St. Joseph Street  
New Orleans, LA 70165  
Attn: Executive Director

And

General Superintendent  
Sewerage and Water Board of New Orleans  
8800 S. Claiborne Avenue  
New Orleans, LA  
Attn: General Superintendent

And

Special Counsel  
Sewerage and Water Board of New Orleans  
625 St. Joseph Street  
New Orleans, LA 70165  
Attn: Special Counsel

**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 VIII - ADDITIONAL PROVISIONS**

**A. Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

**B. Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

**C. Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Board on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

**D. No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

**E. Non-Exclusivity.** This Agreement is non-exclusive and either party may provide services to other clients, subject to the other party's approval of any potential conflicts with the performance of this Agreement and either party may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

**F. Non-Waiver.** The failure of either 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 the 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 either 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.

**G. Order of Documents.** In the event of any conflict between the provisions of this



Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; 1. Act 763, 2. Act 103, 3. List of New Orleans Department of Public Works assets, 3. List of New Orleans Department of Public Works employees directly related to drainage (Vacuum truck operators); [others?]

**H. Ownership Interest Disclosure** Each party will provide the other y with a sworn affidavit listing all natural or artificial persons with an ownership interest in itself and stating that no other person holds an ownership interest in it via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If either party fails to submit the required affidavit, the other may, after 30 days' written notice to the noncompliant party, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

**I. Ownership of Records** All data collected and all products of work prepared, created or modified by or delivered by the City to the Board in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, and including applicable personnel and administrative records and any tools, systems, and information previously used by the City to perform the small drainage services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of Board and the Board will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the Board's name. No Work Product may be reproduced in any form without the Board's express written consent. The Board may use and distribute any Work Product for any purpose the Board deems appropriate without the City's consent and for no additional consideration.

**J. Remedies Cumulative** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**K. Severability** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

**L. Survival of Certain Provisions** All representations and warranties and all obligations concerning funding, payments, record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, choice of law, shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

**M. Terms Binding** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

## **ARTICLE IX – 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 X - 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.

**[The remainder of this page is intentionally left blank]**

**[SIGNATURES CONTAINED ON NEXT PAGE]**

IN WITNESS WHEREOF, the City and the Board, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY:   
LATOYA CANTRELL, MAYOR

Executed on this 14<sup>th</sup> day of January, 2025

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorian

SEWERAGE AND WATER BOARD OF NEW ORLEANS

BY: 

LYNES R. SLOSS, BOARD PRESIDENT PRO TEMPORE

FORM AND LEGALITY APPROVED:

Deputy Special Counsel

By: 

Printed Name: DARRYL HARRISON

FED 

**EXHIBIT A:**

- i. PWD 3608 VIN: not available
  - ii. PWD 3640 VIN: not available
  - iii. PWD 3609 VIN: 2FZAATDC84AM49589
  - iv. PWD 3660 VIN: 1HTWHAZTXCJ125210
  - v. PWD 3711 VIN: 1FVHG3FE6KHKB2036
  - vi. PWD 3713 VIN: 1FVHG3FE1JHJS1324
  - vii. PWD 3714 VIN: 1FVHG3FE3JHJS1325
  - viii. PWD 3719 VIN: 5KKHAVFE8LLMC2370
  - ix. PWD 3754 VIN: 3HAEKTAT4RL794832
8. City will retain ownership of one vacuum truck and CCTV truck:
- i. PWD 3718
  - ii. PWD 3737

**RATIFICATION OF COOPERATIVE ENDEAVOR AGREEMENT CEA#25-945-226  
ARBITERS FOR CUSTOMER BILLING DISPUTES**

**WHEREAS**, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

**WHEREAS**, Act 773 of the 2024 Regular Legislative Session of the Louisiana Legislature contains a line item appropriation within Treasury’s budget for the benefit of the Board of which the sum of **FIVE HUNDRED THOUSAND AND 00/100 (\$500,000.00) DOLLARS** has been allocated for the express purpose of transferring to the Louisiana Legislative Auditor (LLA) funding to hire Arbiters to hear customer cases of disputed bills and render a decision after evidence presented by the customer and the Board; and

**WHEREAS**, City of New Orleans Ordinance, Calendar No. 34,775, details the Sewerage and Water Board of New Orleans Billing Requirements, Bill Dispute management by the New Orleans City Council, and establishes the Arbitration Program to be administered by the Louisiana Legislative Auditor; and

**WHEREAS**, the Board provided all required information in accordance with said Act 776 of the 2024 Regular Legislative Session, if applicable and the Governor’s Executive Order JML 2024-113 on accountability for line-item appropriations and forwarded the funding to the LLA as required by law; and

**WHEREAS**, the Louisiana Department of the Treasury and the State of Louisiana (Treasury) and Sewerage and Water Board of New Orleans (Board) have engaged to enter into a formal arrangement as required to receive a line-item appropriation; and

**WHEREAS**, by Resolution R-161-2024 adopted November 20, 2024, the Board authorized execution of an agreement between the Board and the State of Louisiana to provide for such arbitrators; and

**WHEREAS**, the Board and the State of Louisiana have executed Cooperative Endeavor Agreement CEA #25-945-226 for the purpose of establishing Arbiters for Customer Billing Disputes;

**NOW THEREFORE, BE IT RESOLVED**, the Board hereby ratifies the execution of CEA #25-945-226 Cooperative Endeavor Agreement with the Louisiana Legislative Auditor for the purpose of establishing Arbiters for Customer Billing Disputes attached hereto.

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I, Ghassan Korban, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and a correct copy of a Resolution adopted at the Regular Monthly Meeting of said Board, duly called and held, according to law, on January 27, 2025.

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**GHASSAN KORBAN**  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD  
OF NEW ORLEANS



CEA # 25-945-226

STATE OF LOUISIANA  
COOPERATIVE ENDEAVOR AGREEMENT  
(Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and Sewerage and Water Board of New Orleans officially domiciled at 625 St. Joseph Street #313 New Orleans, LA 70165, hereinafter referred to as "Contracting Party/Board".

ARTICLE I

WITNESSETH:

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

1.2 WHEREAS, Acts of the 2024 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said **Act 776** of the 2024 RLS contains a line item appropriation within the Agency's budget for the benefit of **Sewerage and Water Board of New Orleans** of which the sum of **FIVE HUNDRED THOUSAND AND 00/100 (\$500,000.00) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: Hiring of Arbiters to hear customer cases of disputed bills and render a decision after evidence presented by the customer and the Utility;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with said Act of the 2024 Regular Legislative Session, if applicable and the Governor's Executive Order JML 2024-113 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E".

1.6 WHEREAS, the Contracting Party has entered into a cooperative endeavor agreement with the Louisiana Legislative Auditor (LLA) regarding the performance of the Arbitration Program (the Program), established by Act 393 of the Regular Session (R.S. 33:4159.3(B)).

1.7 WHEREAS, City of New Orleans Ordinance, Calendar No. 34,775, details the Sewerage and Water Board of New Orleans Billing Requirements, Bill Dispute Management by the New Orleans City Council, and establishes the Arbitration Program to be administered by the Louisiana Legislative Auditor.

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

## **ARTICLE II**

### **SCOPE OF SERVICES**

2.1 The Contracting Party shall: SWBNO will transfer the \$500,000, representative of the monies appropriated to the Board under Act 776 of the 2024 Regular Session, to the Louisiana Legislative Auditor (LLA) for the compensation of the Arbiters to hear customer cases of disputed bills and render a decision after evidence presented by the customer and the Utility. The details of the agreement between the Board and the LLA are memorialized in a cooperative endeavor agreement.<sup>1</sup>

2.2 Deliverables: Pursuant to City of New Orleans Ordinance, Calendar No. 34,775, cases will be provided by the TPA to be decided by Arbiters as administered by the LLA. The LLA shall:

- Execute contracts with the individual arbiters, upon confirmation by the Council or their appointment by the LLA and Inspector General (IG);
- Manage, review and coordinate with the IG regarding responsibilities associated with the Program.
- Review and approve the submitted invoices by the individual arbiter(s) for compensation, as established under their contract with the LLA; and
- Compensate the arbiter, from funds obtained from the Board under this Agreement.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report** and **Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31<sup>st</sup> of October for the quarter ending September 30, the 31<sup>st</sup> day of January for the quarter ending December 31, the 30<sup>th</sup> day of April for the quarter ending March 31, and the 15<sup>th</sup> day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of **FIVE HUNDRED THOUSAND AND 00/100 (\$500,000.00) DOLLARS** which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart** and **Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution

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<sup>1</sup> Cooperative Endeavor Agreement by and Between the Louisiana Legislative Auditor and New Orleans Sewerage and Water Board.

of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph.

For public or quasi-public entities which are recipients under Acts of the 2024 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

**2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.**

### **ARTICLE III** **CONTRACT MONITOR**

**3.1** The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

**3.2** Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals in Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

#### **ARTICLE IV** **PAYMENT TERMS**

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans:

☐ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☐ **PLAN B:** One initial payment limited to no more than 50% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, another 25% advance payment will be made. Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State for the 25% advance, the remaining 25% advance payment will be made. Payments to the Contracting Party shall be made by the State after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

☒ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of State Procurement or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2024 and June 30, 2025, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of State Procurement or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2025, MUST, under all circumstances, be received by the Agency no later than July 15, 2025, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under said Act of the 2024 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2025.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Louisiana Department of Revenue, Office of Debt Recovery for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 726001323.

**ARTICLE V**  
**TERMINATION FOR CAUSE**

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**ARTICLE VI**  
**TERMINATION FOR CONVENIENCE**

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**ARTICLE VII**  
**OWNERSHIP**

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

**ARTICLE VIII**  
**ASSIGNMENT**

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.



**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

**ARTICLE X**  
**AUDITOR'S CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

**ARTICLE XII**  
**FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**ARTICLE XIII**  
**TERM OF CONTRACT**

13.1 This Agreement shall begin on July 1, 2024 and shall terminate on June 30, 2025. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2025. There is no extension of the June 30, 2025 deadline without legislative action and approval.


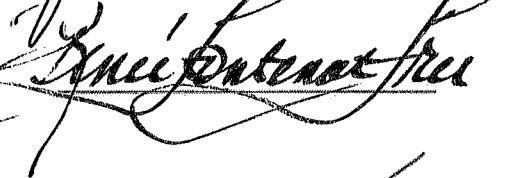
**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

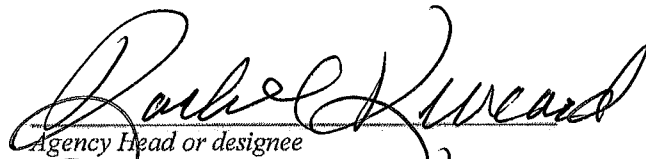
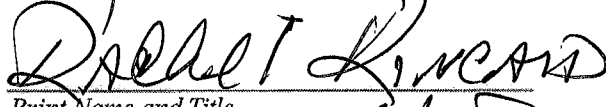
14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the 24<sup>th</sup> day of November, 2024

**WITNESSES:**

**DEPARTMENT OF THE TREASURY**  
**STATE OF LOUISIANA**


  
Agency Head or designee  
  
Print Name and Title  
1st Asst. State Treasurer

New Orleans


THUS DONE AND SIGNED AT Δ, Louisiana on the 19<sup>th</sup> day of November, 2024

**WITNESSES:**

**Contracting Party**

  
William Kennedy

  
Authorized Person

  
Rita V. Lanters

Ghassan Korban, Executive Director  
Print Name and Title

<p align="center"><b>ATTACHMENT A - PLAN</b></p> <p align="center"><b>2024 Regular Legislative Session      Schedule 20</b></p>	NAME OF CONTRACTING PARTY: Sewerage and Water Board of New Orleans
	NAME AND BRIEF NARRATIVE OF PROGRAM: LLA Arbiter Cases - SWBNO will transfer the \$500,000 to the Louisiana Legislative Auditor who will be hiring the Arbiters to hear customer cases of disputed bills and render a decision after evidence presented by the customer and the Utility.
<b>Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). <u>What are the goals, objective(s), expected outcomes/results for this program:</u></b> Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.	
1. Program Goal ( <i>Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.</i> )  Hiring of Arbiters to hear customer cases of disputed bills and render a decision after evidence presented by the customer and the Utility	
2. Program Objective(s) ( <i>Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number</i> ).  1. Transfer \$500,000 to the Louisiana Legislative Auditor to hire arbiters to hear customer disputes by June 30, 2025	
3. Relevant Activity (Activities) ( <i>An activity is a distinct subset of functions or services within a program to meet the Program Objective.</i> )  SWBNO will transfer the \$500,000, representative of the monies appropriated to the Board under Act 776 of the 2024 Regular Session, to the Louisiana Legislative Auditor (LLA) for the compensation of the Arbiters to hear customer cases of disputed bills and render a decision after evidence presented by the customer and the Utility. The relevant activities for the LLA are scheduling and hearing requested arbitration cases by the customer or SWBNO and providing a timely decision to both parties. The details of the agreement between the Board and the LLA are memorialized in a cooperative endeavor agreement.	
4. Performance Measure(s) ( <i>Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number</i> ).  1. Amount transferred to LLA	

# **ATTACHMENT B-SUPPLEMENT**

## **Business Plan**

### **Narrative Justification for Plan B or Plan C**

**2024 Regular Legislative Session**

**Schedule 20**

### **Sewerage and Water Board of New Orleans**

The full amount will be transferred to the LLA as required by the Law. Plan C is requested.

## ATTACHMENT C

### Progress Report for the Period of \_\_\_\_\_ to \_\_\_\_\_ Act 776 of the 2024 RLS Schedule 20

*(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)*

Name of Contracting Party: Sewerage and Water Board of New Orleans

Contact Name: Edgar Lewis

Telephone: 504-585-2371

<b>Goal:</b> Hiring of Arbiters to hear customer cases of disputed bills and render a decision after evidence presented by the customer and the Utility	
<b>Objective(s):</b>  1. Transfer \$500,000 to the Louisiana Legislative Auditor to hire arbiters to hear customer disputes by June 30, 2025	
<b>Activity(Activities) Performed:</b> SWBNO will transfer the \$500,000, representative of the monies appropriated to the Board under Act 776 of the 2024 Regular Session, to the Louisiana Legislative Auditor (LLA) for the compensation of the Arbiters to hear customer cases of disputed bills and render a decision after evidence presented by the customer and the Utility. The relevant activities for the LLA are scheduling and hearing requested arbitration cases by the customer or SWBNO and providing a timely decision to both parties. The details of the agreement between the Board and the LLA are memorialized in a cooperative endeavor agreement.	
<b>Performance Measure(s):</b>  1. Amount transferred to LLA	<b>%, \$ amt. or number complete</b>  <b>1.</b>

*I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.*

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

## **ATTACHMENT B**

Page 1

### **PROJECT BUDGET (2024-2025)**

ACT 776 of the 2024 Regular Legislative Session

Sewerage and Water Board of New Orleans

LLA Arbiter Cases

#### **Anticipated Income or Revenue**

Sources: *(list all sources of revenue)*

1 State Appropriation	500,000.00
2	-
3	-
Total all sources	<u>500,000.00</u>

#### **Anticipated Expenses**

<b><u>Expense Categories</u></b>	<b><u>Total Amount</u></b> (see Footnote 1 below)	<b><u>Amount Line Item</u></b> <b><u>Appropriation</u></b> (see Footnote 2 below)
Gross Salaries(See Attachment B, Page 2)		
Related Benefits (Employer share)		
Travel		
Operating Services:		
Advertising		
Printing		
Insurance		
Maintenance of Equipment		
Maintenance of Office and Grounds		
Rentals		
Software licensing		
Dues and Subscriptions		
Telephones and Internet Service		
Postage		
Utilities		
Other		
Office Supplies		
Professional & Contract Services		
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)	500,000.00	500,000.00
Acquisitions & Major Repairs		
Total Use of the Appropriation	<u>500,000.00</u>	<u>500,000.00</u>

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient, with prior agency approval, to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.



## ATTACHMENT B

Page 2

### STAFFING CHART

2024 Regular Legislative Session

Sewerage and Water Board of New Orleans

LLA Arbiter Cases

Name	Title	Total Annual Salary	Total Salary Paid by Appropriation		Related Benefits	Full-time or Part-time # of months
			Amount	Percentage		
N/A						
Totals		-	-		-	

**ATTACHMENT B**

Page 3

**SCHEDULE OF PROFESSIONAL AND OTHER CONTRACT SERVICES**

2024 Regular Legislative Session

Sewerage and Water Board of New Orleans

LLA Arbitrator Cases

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
N/A			
Totals		-	-

## **ATTACHMENT B**

Page 4

### **SCHEDULE OF OTHER CHARGES**

2024 Regular Legislative Session

Sewerage and Water Board of New Orleans

LLA Arbitrator Cases

<b>Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.</b>	<b>Total Contract Amount</b>	<b>Total Paid by Appropriation</b>
Transfer funds to the Louisiana Legislative Auditor's office. The LLA will hear customer cases of disputed bills and render a decision after evidence is presented by the customer and Utility.	500,000.00	500,000.00
<b>Totals</b>	<b>500,000.00</b>	<b>500,000.00</b>

## ATTACHMENT D

Cost Report for the Period of \_\_\_\_\_ to \_\_\_\_\_

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

2024 Regular Legislative Session

Sewerage and Water Board of New Orleans

LLA Arbiter Cases

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures to be paid by the State (must equal invoices etc.)	Total Cumulative Year to Date Expenditures Including this quarter's expenditures	Balance Remaining
Gross Salaries	-			-
Related Benefits (employer share)	-			-
Travel	-			-
Operating Services:	-			-
Advertising	-			-
Printing	-			-
Insurance	-			-
Maintenance of Equipment	-			-
Maintenance of Office and Grounds	-			-
Rentals	-			-
Software licensing	-			-
Dues and Subscriptions	-			-
Telephones and Internet Service	-			-
Postage	-			-
Utilities	-			-
Other	-			-
Office Supplies	-			-
Professional Services	-			-
Other Charges	500,000.00			500,000.00
Acquisitions & Major Repairs	-			-
Totals	500,000.00	-	-	500,000.00

NOTE: A copy of the check and invoice/receipt for each expense must be submitted with this report.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

## ATTACHMENT D-1

**Cost Report for the Period of \_\_\_\_\_ to \_\_\_\_\_**

*(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)*

**2024 Regular Legislative Session**

**Sewerage and Water Board of New Orleans**

**LLA Arbiter Cases**

**Instructions:** List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Name of Sub-contractor	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures to be paid by the State (must equal invoices etc.)	Total Cumulative Year to Date Expenditures Including this quarter's expenditures	Balance Remaining
Professional Services:	-			-
	-			-
N/A	-			-
	-			-
	-			-
	-			-
	-			-
	-			-
	-			-
	-			-
	-			-
Totals	-	-	-	-

**NOTE:** An Attachment E-1 must be submitted for any sub-contractor listed on this attachment. If the sub-contractor has not been determined, indicate "To Be Determined" in the appropriate column. No expenses will be allowed for a sub-contractor until an Attachment E-1 is completed.

***I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.***

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

## **ATTACHMENT E**

### **Disclosure and Certification Statement**

2024 Regular Legislative Session

Schedule 20

Contracting Party Name: Sewerage and Water Board of New Orleans

Contractor's Mailing Address: 625 St. Joseph Street #313, New Orleans, LA 70165

Name of Program: Arbiters for Customer Bill Dispute

Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) political subdivision

Private entities required to register with the Secretary of State's office must be in good standing with that office.

Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:

Hon. Mayor LaToya Cantrell - 1300 Perdido Street Room #2E04, City Hall New Orleans, LA 70112; C

Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:

Ghassan Korban (address same as above)

List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.



I hereby certify that this organization has no outstanding audit issues or findings.



I hereby certify that this organization has outstanding audit issues or findings and is currently working with the State to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

\*\*\*Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)\*\*\*

*I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.*

ghassan korban

Digitally signed by ghassan korban  
Date: 2024.11.21 09:29:33 -06'00'

Signature of Authorized Person

Ghassan Korban, Executive Director

Print Name and Title

11/21/24

Date



## AFFIDAVIT

### STATE OF LOUISIANA PARISH OF ORLEANS

My name is Lynes R. Sloss ("Affiant") and I hereby acknowledge I am:

- President Pro Tempore for the Board of Directors ("Board") of the Sewerage and Water Board of New Orleans ("SWBNO"); and
- I am very familiar with the operations of SWBNO, and more particularly with the processes for the approval and execution of resolutions passed by the Board.

Being duly sworn, I hereby swear under oath that:

Board Resolution R-161-2024 regarding authorization to execute a Cooperative Endeavor Agreement with the Louisiana Department of the Treasury and the State of Louisiana (Treasury) for the express purpose of receiving the line-item appropriation and transferring the special one-time funding to the Louisiana Legislative Auditor (re Act 776 Appropriation for Arbiters for Customer Billing Disputes), does contemplate and authorize Ghassan Korban, Executive Director, to sign and execute on behalf of SWBNO any and all necessary documents to successfully complete the purpose and intent of the Act 776 Appropriation.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statement is, to the best of my knowledge, true and correct.

Affiant's Signature:  Date: 11/25/2024

## NOTARY ACKNOWLEDGEMENT

State of Louisiana  
Parish of Orleans

On 25 November 2024 before me, Edward M. Morris, Notary, personally appeared Lynes R. Sloss, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Affidavit and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this Affidavit, the entity upon behalf of which the person acted, executed the Affidavit.

I certify under PENALTY OF PERJURY under the laws of the State of Louisiana that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**EDWARD M. MORRIS**  
Notary Public  
State of Louisiana  
La. Bar No. 1986  
Notary ID No. 52490  
My Commission is Issued for Life

**COOPERATIVE ENDEAVOR AGREEMENT ACT 776  
APPROPRIATION TO FUND ARBITERS  
FOR CUSTOMER BILLING DISPUTES**

**WHEREAS**, , Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

**WHEREAS**, the Louisiana Department of the Treasury and the State of Louisiana (Treasury) and Sewerage and Water Board of New Orleans (Board) have engaged to enter into a formal arrangement as required to receive a line-item appropriation; and

**WHEREAS**, Acts of the 2024 Regular Legislative Session of the Louisiana Legislature, which were adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said **Act 776** of the 2024 RLS contains a line item appropriation within Treasury’s budget for the benefit of the Board of which the sum of **FIVE HUNDRED THOUSAND AND 00/100 (\$500,000.00) DOLLARS** has been allocated for the express purpose of transferring to the Louisiana Legislative Auditor (LLA) funding to hire Arbiters to hear customer cases of disputed bills and render a decision after evidence presented by the customer and the Board.

**WHEREAS**, the Board has provided all required information in accordance with said Act of the 2024 Regular Legislative Session, if applicable and the Governor’s Executive Order JML 2024-113 on accountability for line item appropriations;

**WHEREAS**, the Board has entered into a cooperative endeavor agreement with the Louisiana Legislative Auditor regarding the performance of the Arbitration Program, established by Act 393 of the Regular Session (R.S. 33:4159.3(B)).

**WHEREAS**, City of New Orleans Ordinance, Calendar No. 34,775, details the Sewerage and Water Board of New Orleans Billing Requirements, Bill Dispute management by the New Orleans City Council, and establishes the Arbitration Program to be administered by the Louisiana Legislative Auditor.

**NOW THEREFORE, BE IT RESOLVED**, the Board has been authorized to execute a Cooperative Endeavor Agreement with the Treasury for the express purpose of receiving the line-item appropriation and transferring the special one-time funding to the Louisiana Legislative Auditor; regarding Act 776 Appropriation for Arbiters for Customer Billing Disputes.

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I, Ghassan Korban, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and a correct copy of a Resolution adopted at the Regular Monthly Meeting of said Board, duly called and held, according to law, on November 20, 2024.



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**GHASSAN KORBAN**  
EXECUTIVE DIRECTOR SEWERAGE AND WATER  
BOARD OF NEW ORLEANS

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above <b>Sewerage &amp; Water Board of New Orleans</b>	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Parish</b>	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>625 St. Joseph Street</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>New Orleans, LA, 70165-6500</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
<b>72-6001323</b>	

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>E. Bay</i>	Date ▶ <i>9/14/2001</i> 10/8/24
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**AUTHORIZATION OF AMENDMENT NO.1 FOR CONTRACT 30264 – Cleaning and CCTV Inspection of Sanitary Sewer Mains at Scattered Sites Within Orleans Parish between The Sewerage and Water Board of New Orleans and Compliance EnviroSystems, LLC**

**WHEREAS**, the Sewerage and Water Board of New Orleans (“Board”) and Compliance EnviroSystems, LLC (CES) are parties to Contract No. 30264 dated July 17, 2024, in the amount of \$589,004.00 (the “Contract”), which was awarded pursuant to a public bid process and bids were received and opened on April 3, 2024; and

**WHEREAS**, under the Contract CES provides cleaning and closed-circuit TV (CCTV) inspection of the Board’s sanitary sewer mains; all equipment, parts, materials, supplies, labor, devices and transportation required therefor, recorded findings; and related matters; and

**WHEREAS**, the Board has an immediate need with respect for the same cleaning, CCTV inspection, services, materials and other elements provided under Contract 30264 for its sanitary sewer mains, for elements of the drainage operations in New Orleans historically the responsibility of the City of New Orleans (“City”) and not the Board; and

**WHEREAS**, prior to passage of Act 783 of 2024, the City was responsible for maintenance of all drainage lines smaller than thirty-six inches (36”) in diameter or the equivalent in arched pipe, all catch basins and catch basins laterals; and manholes designed to accommodate lines less than thirty-six inches diameter; and

**WHEREAS**, Act 763 of the Regular Session of the Louisiana Legislature (“Act 763”), the State of Louisiana transferred to the Board responsibility for “all drainage operations in the city of New Orleans”; and

**WHEREAS**, this responsibility includes cleaning of stormwater catch basins and stormwater drain lines under 36” in diameter, of which there is a known backlog based on data provided by the City; and

**WHEREAS**, pursuant to Act 783, on December 30, 2024, the City and Board executed a certain Cooperative Endeavor Agreement K-24-1493 by which the City has agreed to provide transfer \$3,713,220.14 Dollars into a designated Board account titled "Drainage Transfer" which will be used to exclusively finance the maintenance cost of all drainage operations and structures smaller than 36 inches in diameter; and

**WHEREAS**, the Board is working to increase staffing and internal resources to conduct this work, as well as undertake a new procurement process for a contract dedicated to stormwater catch basin and drain line inspection and cleaning; and

**WHEREAS,** the Board desires to continue routine cleaning activities as soon as possible, expected for several months, to address the existing backlog of catch basins and drain lines transferred from the City, that require cleaning, and to address new priority items that may be identified, immediate cleanings in downtown New Orleans for the Super Bowl, cleanings during and after Mardi Gras of debris both on the Parade Routes and French Quarter while other resources are being added and procured; and

**WHEREAS,** Contract 30264 includes line items for cleaning and CCTV inspection of Storm Sewer Mains. The term “storm sewer” designates drain lines that may be used for both drainage and sewer lines; and

**WHEREAS,** the Board is proposing to modify Contract 30264 by the amount of One Million and No/100 (\$1,000,000.00) Dollars, to provide for stormwater catch basin and drain lines the same cleaning services, equipment, reports and related items and services as and in addition to those services being provided for the Board’s sewer lines under the Contract, until such time that a new contract for minor or “subsurface” drainage system cleaning, inspection and reporting services is in place, or through December 16, 2025, whichever occurs first, such additional funds to be provided from sources dedicated to maintenance and repair of the minor or “subsurface” drainage system; and

**NOW, THEREFORE, BE IT RESOLVED,** that the President or President Pro Tem of the Board be and hereby is authorized to execute an amendment to Contract 30264 with Compliance EnviroSystems, LLC, in the amount of One Million and No/100 (\$1,000,000) Dollars, for cleaning and closed circuit TV inspection of drainage lines smaller than thirty-six inches (36”) in diameter or the equivalent in arched pipe, all catch basins and catch basins laterals; and manholes designed to accommodate lines less than thirty-six inches diameter, all equipment, parts, materials, supplies, labor, devices and transportation required therefor, and recorded findings and related matters as provided in said Contract 30264, and extending Contract 30264 through December 16, 2025.

---

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 January 27, 2025.

---

Ghassan Korban  
Executive Director  
SEWERAGE AND WATERBOARD OF NEW ORLEANS



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



**ACTION REQUESTED**

**Amendment 1 to Contract 30264**

**CONTRACT 30264: Cleaning and CCTV Inspection of Sanitary Sewer Mains at Scattered Sites Within Orleans Parish**

Approval to increase Contract 30264 to Compliance EnviroSystems, LLC, for services to clean storm drainage structures that are required due to the drainage consolidation that is in effect as of January 1, 2025.

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION	
PRIME	SUBS	TARGET	ACTUAL
<i>Compliance EnviroSystems, LLC</i>	<i>Blue Flash Sewer Service, Inc</i> <i>MOR Logistics</i>	18.00%	
		18.00%	
Total		36.00%	11.90%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$589,004.00
Previous Change Orders	\$0.00
% Change of Contract To Date	0.0%
Value of Requested Change	\$1,000,000.00
% For This Change Order	169.8%
<i>Has a NTP been Issued</i>	<i>No</i>
<b>Total Revised Contract Value</b>	<b>\$1,589,004.00</b>
% Total Change of Contract	169.8%
Original Contract Completion Date	9.17.2025
Previously Approved Extensions (Days)	0
Time Extension Requested (Days)	90
<b>Proposed Contract Completion Date</b>	<b>12.16.2025</b>

**Purpose and Scope of the Contract:**

*This contract is a maintenance contract required in order to clean sewer mains, manholes, and lateral connections as well as perform CCTV inspection of sewer mains and sewer laterals throughout Orleans Parish as deemed necessary. This contract is used to maintain a properly functioning sewer collection system throughout the parish. This contract also has items for the cleaning of drain lines by the use of items labeled "storm sewers" within the contract. The items that will be utilized by this Amendment are 7, 12, 13 and 14.*

**Reason for Change:**

Error/Omission <input type="checkbox"/>	Differing Site Condition <input type="checkbox"/>	Regulatory Requirement <input type="checkbox"/>
Design Change <input type="checkbox"/>	Other Award Contract <input checked="" type="checkbox"/>	

*Usage of Compliance EnviroSystems Contract 30264 for Storm Drain cleaning to supplement services until the new Drainage Department can procure a contract for similar services. This is needed immediately as the CEA for drainage consolidation transferred a backlog of 311 investigations and work orders that have not been addressed and are now the responsibility of the S&WB. Additionally, this will be used to address drainage issues that may arise for the Super Bowl and Mardi Gras.*

**Spending to Date:**

Cumulative Contract Amount	\$589,004.00
Cumulative Contract Spending	\$81,998.59

**Contractor's Past Performance:**

*The contractor's performance has been satisfactory.*

**PROCUREMENT INFORMATION**

Contract Type	Base Bid	Award Based On	Lowest Competitive Bid
Commodity	Public Work Goods and Services	Contract Number	30264
Contractor Market	Public Bid with DBE participation		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.) :	

**BUDGET INFORMATION**

Funding	O & M 0820/4412	Department	Networks and Drainage
System	Sewer - Drainage	Project Manager	Jose S. Garcia
Job Number	30264	Purchase Order #	2024-0001876

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System	100%		No
Water System			
Drainage System		\$1,000,000.00	
<b>TOTAL</b>		\$1,000,000.00	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

---

**Dave Cappel**  
**Director of Support Services**

**RATIFICATION OF COOPERATIVE ENDEAVOR AGREEMENT BETWEEN SEWERAGE AND WATER BOARD OF NEW ORLEANS AND PLAQUEMINES PARISH GOVERNMENT FOR MUTUAL EMERGENCY ASSISTANCE FOR POTABLE WATER SUPPLY**

**WHEREAS**, the Sewerage and Water Board of New Orleans is a local government political subdivision of the State of Louisiana, created and organized pursuant to La. R.S. 33:4071 and which operates and maintains the public water, sewerage, and drainage systems serving the City of New Orleans; and

**WHEREAS**, the Plaquemines Parish Government is a constitutionally and statutorily created local political subdivision of the State of Louisiana with the constitutional and statutory authority to contract, including entering into cooperative endeavor agreements, and provides water, sewerage and drainage services in, to and for Plaquemines Parish, Louisiana; and

**WHEREAS**, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, 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; and

**WHEREAS**, the Sewerage and Water Board of New Orleans and the Plaquemines Parish Government provide potable water and sewage services to their respective citizenry and have the resources to assist each other in the event of an emergency adversely affecting each other's ability to provide such services; and

**WHEREAS**, La. R.S. 29:730.1 provides that, in the event of an emergency and upon the request of a parish president to another parish president or chief executive officer of a public body, the responding parish president or chief executive officer may furnish manpower, materials, equipment, or services as requested; and

**WHEREAS**, the facilities and resources of Sewerage and Water Board of New Orleans and the Plaquemines Parish Government are proximally located such as to enable each party to render mutual assistance to the other; and

**WHEREAS**, each of the parties to this Agreement has determined that it is in the best interest of each party to set forth guidelines for providing mutual assistance to each other in the event of a major flood, storm, disaster, or other emergency.

**WHEREAS**, at the present time, a state of emergency exists as evidenced by Executive Order JML-25-012 issued by the Governor of Louisiana related to the extreme cold weather and blizzard-like conditions; and

**WHEREAS**, Plaquemines Parish Government requested, and the Sewerage and Water Board of New Orleans agreed for Sewerage and Water Board of New Orleans to provide Plaquemines Parish with potable water produced by S&WB due to the current emergency circumstances using an existing intertie, and at wholesale water rates customarily charged by the Board, all as provided in that certain Cooperative Endeavor Agreement between the Sewerage and Water Board of New Orleans and Plaquemines Parish Government for Mutual Emergency Assistance for Potable Water Supply executed pursuant to the declared emergency circumstances under JML-25-012 and La. R.S. 29:739;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby ratifies the execution of the **ENDEAVOR AGREEMENT BETWEEN SEWERAGE AND WATER BOARD OF NEW ORLEANS AND PLAQUEMINES PARISH GOVERNMENT FOR MUTUAL EMERGENCY ASSISTANCE FOR POTABLE WATER SUPPLY**.

\_\_\_\_\_  
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 January 27, 2025.

\_\_\_\_\_  
GHASSAN KORBAN, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**COOPERATIVE ENDEAVOR AGREEMENT**  
**BETWEEN**  
**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**AND**  
**PLAQUEMINES PARISH GOVERNMENT**  
**FOR**  
**MUTUAL EMERGENCY ASSISTANCE FOR POTABLE WATER SUPPLY**

This **COOPERATIVE ENDEAVOR AGREEMENT** ("Agreement") is made and entered into effective by and between the **SEWERAGE AND WATER BOARD OF NEW ORLEANS** represented by **GHASSAN KORBAN, EXECUTIVE DIRECTOR** (the "S&WB"), and **PLAQUEMINES PARISH GOVERNMENT** represented by **KEITH HINKLEY, PARISH PRESIDENT** ("PPG"). S&WB and PPG may sometimes each be referred to as a "Party", and such entities may collectively be referred to herein as the "Parties".

**WITNESSETH**

**WHEREAS**, the S&WB is a local government political subdivision of the State of Louisiana, created and organized pursuant to La. R.S. 33:4071 and which operates and maintains the public water, sewerage, and drainage systems serving the City of New Orleans; and

**WHEREAS**, the PPG is a constitutionally and statutorily created local political subdivision of the State of Louisiana with the constitutional and statutory authority to contract, including entering into cooperative endeavor agreements; and

**WHEREAS**, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, 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; and

**WHEREAS**, the Sewerage and Water Board and the Plaquemines Parish Government provide potable water and sewage services to their respective citizenry and have the resources to assist each other in the event of an emergency adversely affecting each other's ability to provide such services; and

**WHEREAS**, La. R.S. 29:730.1 provides that, in the event of an emergency and upon the request of a parish president to another parish president or chief executive officer of a public body, the responding parish president or chief executive officer may furnish manpower, materials, equipment, or services as requested; and

**WHEREAS**, this CEA will be mutually beneficial to the parties in the furtherance of their respective statutory purposes and duties, and each party expects to receive benefits for themselves and the public at least equal to the costs of the responsibilities undertaken pursuant hereto; and

**WHEREAS**, in the event of a major flood, storm, disaster, or other emergency, either party may require the assistance of the other party to provide services, support, or resources to supplement its response; and

**WHEREAS**, each party to this agreement has resources that could provide assistance to the other in the event of an emergency; and

**WHEREAS**, the facilities and resources of each party are proximally located such as to enable each party to render mutual assistance to the other; and

**WHEREAS**, each of the parties to this Agreement has determined that it is in the best interest of each party to set forth guidelines for providing mutual assistance to each other in the event of a major flood, storm, disaster, or other emergency

**WHEREAS**, at the present time, a state of emergency exists as evidenced by Executive Order JML-25-012 issued by the Governor of Louisiana; and

**WHEREAS**, PPG has requested, and the S&WB has agreed for S&WB to provide Plaquemines Parish with potable water produced by S&WB due to the current emergency circumstances; and

**WHEREAS**, a need for additional potable water supply may arise from time to time and the SWBNO or PPG may be able to provide potable water supply to one another without adversely affecting their own operations; and

**WHEREAS**, an intertie between the two entities exists with metering and backflow prevention via the connection of SWB's existing eight (8") inch waterline on Woodland Highway (La. Hwy 406) to PPG's extension of its existing eight (8") inch waterline along Woodland Highway (La Hwy 406) together with appropriate valves and meters; and

**WHEREAS**, the current applicable rate for the S&WB potable water is \$6.20 per 1000 gallons of potable water.

**NOW, THEREFORE**, in consideration of the premises and mutually dependent covenants herein contained, the PPG and the S&WB, each having the authority to do so, agree as follows:

1. Each undersigned agrees to aid and assist the other in an emergency, when requested, to the extent of its ability considering its resources and its own impact from

the emergency. Any decision to render aid and assistance to the Requesting Agency shall at all times remain within the sole discretion of the Responding Agency.

2. The aid and assistance contemplated by this CEA includes, but is not limited to, personnel, equipment, supplies, and materials involving the delivery of potable water as requested by the RQA for use and consumption in Plaquemines Parish.

3. The Responding Agency ("RSA") will document the aid and assistance provided to the Requesting Agency ("RQA") by listing and describing with specificity the resources provided and will keep detailed records, books, documents, and other evidence pertaining to costs and expenses, including but not limited to wages and overtime wages paid to personnel of the RSA who perform any work for or render any services to the RQA.

4. PPG will make full payment for services rendered under this Agreement within forty-five (45) days after receipt of each invoice from S&WB. Invoices are properly sent to Jeffery DiMarco, Director of Public Service, Plaquemines Parish Government, 333 F. Edward Hebert Blvd., Suite 100, Belle Chasse, LA 70037.

5. The RSA agrees to maintain all records relating to the costs incurred in providing aid for a period of three (3) years following final payment.

6. The parties mutually agree to execute any and all acceptable documents as may be necessary or expedient in furtherance of the purposes agreed to herein.

7. The RQA agrees to pay to the RSA the amount due for any expenses, costs, or damages including but not limited to wages, overtime wages paid to personnel of the RSA, who perform any work for or render any services to the RQA and administrative overhead

8. The RQA will maintain and fuel the equipment furnished by the RSA.

9. The RSA will maintain all insurance on its personnel and equipment tendered to the RQA. The RQA agrees to indemnify and hold harmless the RSA for any and all damages, claims, and or liability arising out of the performance of this agreement.

10. Control over all personnel and equipment furnished by the RSA to the RQA will remain with the RSA.

11. **Federal Funding Acknowledgment and Compliance.** This is an acknowledgment that FEMA financial assistance will be used to fund this Agreement. The RQA will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives. Accordingly, the terms and conditions as set forth in Attachment A attached hereto are expressly incorporated herein. IN THE



EVENT THAT SUCH PROVISIONS ADDRESS THE SAME ISSUES AS ANY OTHER PROVISION OF THIS AGREEMENT, THE PROVISIONS OF ATTACHMENT A SHALL APPLY.

12. The RQA agrees to make timely and correct application for reimbursement from the Federal Emergency Management Agency (FEMA) and/or any other appropriate governmental entities, if eligible, for the aid and assistance above described, and further agrees to promptly comply with all FEMA or other governmental entities' requirements for reimbursement.

13. The RQA will be responsible for any expenses that have been disallowed or the percentage that is not covered by FEMA and/or any other appropriate governmental entities. In the event that a disaster is not declared by FEMA and/or any other appropriate governmental entities, the RQA will be responsible for all expenses incurred by the RSA.

14. **Notices.** Except for any routine communication, any notice or communication required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows. 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.

**To PPG:**

W. Keith Hinkley, President  
Plaquemines Parish Government  
333 F Edward Hebert Blvd, Suite 100  
Belle Chasse, Louisiana 70037

&

Jeffery DiMarco, Director of Public Service  
Plaquemines Parish Government  
333 F. Edward Hebert Blvd., Suite 100  
Belle Chasse, Louisiana 70037

**To the S&WB:**

Ghassan Korban, Executive Director  
Sewerage and Water Board of New Orleans  
625 St. Joseph Street  
New Orleans, Louisiana 70165

&

Steve Nelson, General Superintendent  
Sewerage and Water Board of New Orleans  
8800 S. Claiborne Avenue  
New Orleans, Louisiana 70165

&

E. Grey Lewis, Chief Financial Officer  
Sewerage and Water Board of New Orleans  
625 St. Joseph Street  
New Orleans, Louisiana 70165

Yolanda Y. Grinstead Esq.  
Special Counsel  
Sewerage and Water Board of New Orleans  
625. Joseph Street, Room 201  
New Orleans, Louisiana 70165

15. **Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.
16. **Assignment.** This Agreement and any part of the S&WB's interest in it are not assignable or transferable without the S&WB's prior written consent.
17. **Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.
18. **Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or either party on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.
19. **Entire Agreement.** This Agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded and are without effect to vary or alter any terms or conditions of this Agreement.
20. **Conflicts.** This Agreement is not intended to create any additional obligations, rights, or remedies for PPG or S&WB, legal or otherwise, beyond the terms contained in this Agreement.
21. **No Partnership or Joint Venture; No Third-Party Beneficiaries.** Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party as the agent of the others. No party shall hold itself out contrary to the

terms of this Section and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

22. **Non-Waiver.** The failure of either 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 the 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 either 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.
23. **Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns. Any party may withdraw from this CEA by thirty (30) days' written notice to all other parties to this agreement. The effective date of this CEA for each signatory is the date that the signatory signs this Agreement. Execution. This CEA can be signed in counterparts, each of which shall be deemed original.

Notwithstanding the authority provided under La. R.S. 29:730.1, the respective undersigned Agencies agree to take all reasonable steps to obtain ratification of their respective Chief Executive's actions pursuant to resolutions adopted by their respective governing authorities.

IN WITNESS WHEREOF, the parties have formalized this CEA and executed same on the day, month, and year written below.

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**BY:** \_\_\_\_\_  
**STEVE NELSON, PE., GENERAL SUPERINTENDENT**

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 2025

**FORM AND LEGALITY APPROVED:**

**Legal Department**

**BY:** \_\_\_\_\_  
**YOLANDA Y. GRINSTEAD, SPECIAL COUNSEL**

**PLAQUEMINES PARISH GOVERNMENT**

**BY:** \_\_\_\_\_  
**W. KEITH HINKLEY, PARISH PRESIDENT**

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 2025

## ATTACHMENT A

### **SPECIAL CONDITIONS FOR FEMA COMPLIANCE (06032022 02052024)**

The Consultant/Contractor (whether referred to by either term) is advised that this project is to be funded by FEMA. This is an acknowledgement that FEMA financial assistance will be used to fund all or any portion of the contract to which these Special Conditions are appended. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. Notwithstanding any provision of the Agreement to the contrary, the following terms and conditions are applicable to this Agreement.

**TERMINATION FOR CAUSE.** The Board and the Consultant/Contractor shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

**TERMINATION FOR CONVENIENCE.** The Board shall have the right to terminate this Agreement without cause by giving the Consultant/Contractor written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event that the Board elects to terminate for convenience, the Board shall be obligated to pay the Consultant/Contractor only for those Services performed up to and through the date of termination.

**REMEDIES AND SANCTIONS AGAINST CONSULTANT'S DEFAULT.** The Sewerage and Water Board of New Orleans retains all rights and recourse under Louisiana law to enforce this Agreement or recover damages in connection with any Consultant/Contractor breach or violation hereof.

**EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**DAVIS BACON ACT (applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.)**

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of (29 CFR Part 5, as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

**COPELAND ANTI-KICKBACK ACT (not applicable to Public Assistance Grant Program, but otherwise applicable to all construction or repair work above \$2,000 where the Davis-Bacon Act also applies)**

- a. Contractor. The contractor shall comply with 18 U.S.C. Section 874, 40 U.S.C. Section 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. Section. 5.12.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Board shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.



(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** (if applicable – this requirement applies to “funding agreements” but DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, or other programs where FEMA awards do not meet the definition of “funding agreements”.) For any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government, or other “funding agreement” under 37 C.F.R. sec. 401.2(a), where the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the non-Federal entity must comply must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations.

**CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT.**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to the Sewerage and Water Board of New Orleans and GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**ENERGY POLICY AND CONSERVATION ACT.**

The Contractor hereby recognizes 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 (P.L. 94-163).

**CLEAN WATER ACT.**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

**SUSPENSION AND DEBARMENT.** The Consultant/Contractor represents and warrants that it and its sub-recipients are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Sewerage and Water Board of New Orleans. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Sewerage and Water Board of New Orleans, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

**BYRD ANTI-LOBBYING AMENDMENT.**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier up to the recipient who in turn will forward to the certification(s) to the federal awarding agency.

**PROCUREMENT OF RECOVERED MATERIALS.**

- (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired ---
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting Contract performance requirements; or
  3. At a reasonable price.

- (b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this contract. The prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible."

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216:

**200.216. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming;

substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause —

(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:

- a. Are not used as a substantial or essential component of any system; and
- b. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

### **DOMESTIC PREFERENCES FOR PROCUREMENTS.**

As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **ACCESS TO RECORDS AND RETENTION OF RECORDS.**

(1) The Consultant/Contractor shall grant and agrees to provide the Board, the City of New Orleans, the State of Louisiana, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Consultant/Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Board and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(5) The Consultant/Contractor shall retain, and shall require any and all subcontractors to retain, all records pertaining in any respect to this contract, for five (5) years from the date of termination or other completion of this contract, or until such time as the State of Louisiana or the Board makes final payments and all other pending matters related to the Agreement are closed, whichever is later.

#### **DHS SEAL, LOGO, AND FLAGS.**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.”

#### **COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS.**

This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of this Contract. The Consultant/Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

#### **NO OBLIGATION BY THE FEDERAL GOVERNMENT.**

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**AFFIRMATIVE SOCIOECONOMIC STEPS.**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**COPYRIGHT AND DATA RIGHTS.**

The Contractor grants to the Sewerage and Water Board a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Sewerage and Water Board or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Sewerage and Water Board data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Sewerage and Water Board.

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**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION REGARDING**  
**LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned Consultant/Contractor certifies, to the best of his/her/its knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Consultant/Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Consultant/Contractor's Authorized Official

**AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN SEWERAGE AND WATER BOARD OF NEW ORLEANS AND FROM HDR ENGINEERING, INC. FOR INTERNAL AND EXTERNAL COMMUNICATIONS SUPPORT**

**WHEREAS**, in December 2019, the Sewerage and Water Board of New Orleans (Board) advertised a request for proposals (the "**RFP**") seeking proposals from qualified firms for an initial one-year period with up to five (5) successive one-year renewal periods, to provide a suite of communications services to implement an internal and external communications strategy to improve cohesion of mission among employees, foster greater internal understanding of the responsibilities of the Board and empower employees to act as ambassadors for the Board to each other and the public, with proposals due on January 31, 2020; and

**WHEREAS**, the Contractor submitted a proposal dated January 31, 2020, (the "**Proposal**"), and the Board selected the Contractor to perform the professional services described in the RFP; and

**WHEREAS**, the Board and the Contractor executed a Professional Services Agreement, dated May 21, 2021, to provide internal and external communications support (the "Agreement") pursuant to the RFP and Contractor's Proposal in response, for an initial term of one (1) year; and

**WHEREAS**, by Amendment No. 1, dated March 28, 2022, the Board extended the Agreement via Amendment No. 1 through March 28, 2023, and increased the compensation by \$249,619 to a total of \$367,773.44; and

**WHEREAS**, by Amendment No. 2 dated April 24, 2023, the Board extended the Agreement via Amendment No. 2 through February 28, 2024, and increased the compensation by \$281,000.29 to a total of \$648,773.73; and

**WHEREAS**, between March 2023 and February 2024 the Board requested additional effort from the Contractor in support of its communications program, necessitating amendment of the Agreement to provide for additional out-of-scope efforts with additional compensation in an amount of \$226,098.00 for a total maximum compensation of \$874,872.00; and

**WHEREAS**, accordingly, the Board and Contractor executed Amendment No. 3 to the Agreement, dated November 27, 2023, increasing the compensation by \$226,098.00 to a total of \$874,872.00; and

**WHEREAS**, pursuant to Resolution R-047-2024, the Board and Contractor executed Amendment No. 4 to the Agreement, extending the term for one (1) additional year through February 28, 2025, for additional effort from the Contractor including support for a Customer-Focused Listening Tour and a Customer Sentiment Survey with additional compensation for all services in the amount of \$439,849.00 for a total maximum compensation of \$1,314,721.00) Dollars; and

**WHEREAS**, pursuant to Resolution R-092-2024, the Board and the Contractor executed Amendment No. 5 for additional services related to the design, functionality, and implementation of its new customer portal to ensure that consumption details and account data are displayed clearly

and concisely, and increasing the compensation by \$176,781.00 for a total compensation of \$1,491,502.00 and extending the Agreement through March 1, 2025; and

**WHEREAS**, the Board has requested, and Contractor is willing to continue to perform, additional, continued internal and external strategic communications support to the Board under the Agreement including event coordination efforts specific to the next iteration of the community meetings through March 1, 2026, at an additional cost of \$349,114.25 for a total maximum compensation under the Agreement of \$1,840,616.25;

**NOW THEREFORE BE IT RESOLVED**, that the President or President Pro Tem of the Board be and hereby is authorized to execute Amendment No. 6 to the Professional Services Agreement between the Board and HDR Engineering, Inc., to ensure continuity of services under the Agreement for one (1) additional one-year renewal period reflecting the exercise of all renewal options in accordance with the RFP, and increasing the compensation thereunder by **Three Hundred Forty-Nine Thousand One Hundred Fourteen and 25/100 (\$349,114.25) Dollars** to a total maximum compensation under the Agreement from inception, of **One Million Eight Hundred Forty Thousand Six Hundred Sixteen and 25/100 (\$1,840, 616.25) Dollars**.

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I, Ghassan Korban, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and a correct copy of a Resolution adopted at the Regular Monthly Meeting of said Board, duly called and held, according to law, on January 27, 2025.

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**GHASSAN KORBAN**  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**GENERAL SUPERINTENDENT RECOMMENDATIONS  
FOR THE JANUARY 15, 2025  
FINANCE AND ADMINISTRATION COMMITTEE MEETING**

A listing of the bids, change orders, amendments and final acceptances received during the month of December 2024 are included in the following report. A summary is attached for your review.

**CONTRACT AWARDS/RENEWALS (4)**

- Page 04 R-001-2025      Award of Contract 2154 – Transmission Main Replacement Program – 24” Waterline Replacement Decatur St. (Dumaine St – Governor Nichols St.) St. Peter St. (Chartres St.-Royal St.) - Tm010 - Project No. Pw20232, 2024-Swb-100 between The Sewerage and Water Board of New Orleans and Roubion Roads & Streets, LLC.
- Page 08 R-015-2025      Award of Contract 2167 – Lead Service Line Inspections and Replacements at Schools and Residential Connections Between The Sewerage and Water Board of New Orleans and Wallace C. Drennan, Inc.
- Page 12 R-017-2025      Renewal No. 1 for Contract 30247 – Restoration of 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 The City of New Orleans between The Sewerage and Water Board of New Orleans and CMG Pipelines, Inc.
- Page 15 R-018-2025      Renewal No. 2 for Contract 2164 – Water Line Replacements and Extension at Scattered Locations throughout Orleans Parish between The Sewerage and Water Board of New Orleans and Wallace C. Drennan, Inc.

**CONTRACT AMENDMENT (1)**

- Page 19 R-019-2025      Amendment No. 11 to the Agreement Between The Sewerage and Water Board of New Orleans and Richard C. Lambert, Consultants, LLC for Design and Engineering Services for Water Line Replacement Program.

**CONTRACT CHANGE ORDER BY RATIFICATION (10)**

- Page 23 R-003-2025      Ratification of Change Order No. 2 For Contract 30228 – Mid City Basin No. 2 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and Fleming Construction Company, LLC.

Page 27 R-004-2025	Ratification of Change Order No. 2 for Contract 30233 – Carrollton Basin No. 4 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and Hard Rock Construction, LLC.
Page 31 R-005-2025	Ratification of Change Order No. 3 for Contract 30236 – Carrollton Basin No. 6 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
Page 35 R-006-2025	Ratification of Change Order No. 1 for Contract 30248 – Carrollton Basin No. 7 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and Fleming Construction Company, LLC.
Page 39 R-008-2025	Ratification of Change Order No. 2 for Contract 30251 – Carrollton Basin No. 10 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
Page 43 R-009-2025	Ratification of Change Order No. 3 for Contract 30252 – Carrollton Basin No. 11 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
Page 47 R-010-2025	Ratification of Change Order No. 1 for Contract 30253 – Carrollton Basin No. 12 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
Page 50 R-011-2025	Ratification of Change Order No. 2 for Contract 30254 – Carrollton Basin No. 13 Sewer Rehabilitation between The Sewerage and Water Board of New Orleans and BLD Services, LLC.
Page 54 R-012-2025	Ratification of Change Order No. 7 for Contract 1415 – West Power Complex Foundations and Underground Package between The Sewerage and Water Board of New Orleans and M.R. Pittman Group, LLC.
Page 58 R-013-2025	Ratification of Change Order No. 2 For Contract 8171 – Repaving Open Cuts in Streets, Driveways, and Sidewalks Resulting from The Sewerage and Water Board of New Orleans Underground Utility Repairs between The Sewerage and Water Board of New Orleans and Fleming Construction Company, LLC.

**FINAL ACCEPTANCE (1)**

Page 62 R-002-2025      Authorization of Final Acceptance of Contract 8166 – Repaving  
Open Cuts in Driveways and Sidewalks Resulting from the Repair  
to The Sewerage and Water Board Underground Utilities  
between The Sewerage and Water Board of New Orleans and  
Wallace Drennan, Inc.

**AWARD OF CONTRACT 2154 – TRANSMISSION MAIN REPLACEMENT PROGRAM – 24” WATERLINE REPLACEMENT DECATUR ST. (DUMAINE ST – GOVERNOR NICHOLS ST.) ST. PETER ST. (CHARTRES ST.-ROYAL ST.) - TM010 - PROJECT NO. PW20232, 2024-SWB-100 BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND ROUBION ROADS & STREETS, LLC.**

**WHEREAS**, the Sewerage and Water Board of New Orleans advertised to the public a request for an invitation to bid Contract 2154 - Transmission Main Replacement Program – 24” Waterline Replacement Decatur St. (Dumaine St. – Governor Nichols St. ) St. Peter St. (Chartres St. – Royal St.) TM010 project No. PW20232, 2024-SWB-100 on October 30, 2024; and,

**WHEREAS**, eight (8) bids were received on December 11, 2024 for the above referenced contract; and

**WHEREAS**, on December 11, 2024, the following bids were opened:

- |                                    |                 |
|------------------------------------|-----------------|
| 1. Roubion Roads & Streets, LLC    | \$ 9,235,181.80 |
| 2. Barriere Construction Co., LLC  | \$ 9,363,202.25 |
| 3. RNGD Infrastructure LLC         | \$10,897,517.00 |
| 4. Hard Rock Construction, LLC     | \$11,982,020.00 |
| 5. CMG Pipelines, Inc.             | \$12,690,276.00 |
| 6. BLD Services, LLC               | \$15,337,561.25 |
| 7. Wallace C. Drennan, Inc.        | \$15,788,759.70 |
| 8. Cycle Construction Company, LLC | \$16,963,667.00 |

**WHEREAS**, the lowest responsive and responsible bid was determined to be from Roubion Roads & Streets, LLC with the total base bid of \$9,235,181.80, and is recommended for award;

**NOW, THEREFORE BE IT RESOLVED**, that the bid from Roubion Roads & Streets, LLC in the amount of \$9,235,181.80 is hereby accepted for Contract 2154 - Transmission Main Replacement Program – 24” Waterline Replacement Decatur St. (Dumaine St. – Governor Nichols St. ) St. Peter St. (Chartres St. – Royal St.). TM010 is awarded to Roubion Roads & Streets, LLC as the responsible and responsive low bidder.



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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  
January 27, 2025.

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**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 AWARD**

**CN 2154 - TM010 24" WATERLINE REPLACEMENT DECATUR ST. (DUMAINE ST – GOVERNOR NICHOLS ST.) ST. PETER ST. (CHARTRES ST.-ROYAL ST.)**

Authorization to execute a Contract between the Sewerage and Water Board and Roubion Roads & Streets, LLC in the amount of \$9,235,181.80.

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION	
PRIME	SUBS	TARGET	
<i>Roubion Roads &amp; Streets, LLC</i>	<i>TNT Construction Group, LLC Dillon Bros. Concrete Choice Supply Solutions NOLA Elite Contractor Services, LLC EFT Diversified, Inc. Kelly Industries, LLC Professional Traffic Services, LLC</i>	35.00%	
Total		35.00%	

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$9,235,181.80
Has a NTP been Issued	No
<b>Total Contract Value</b>	\$9,235,181.80
<b>Proposed Contract Completion Date</b>	

**Purpose and Scope of the Contract:**

*Furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete CN 2154 also known as TM010 French Quarter Transmission Main: the 24 inch transmission water mains along St. Peter St. and Decatur St. The water mains will be replaced with ductile iron pipe and then reconnected to the existing water main. Also included is replacement of all drainage, lining of all sewer, and restoration of pavement and sidewalks..*

**Spending to Date:**

Cumulative Contract Amount (as of 1/15/2025)	\$9,235,181.80
Cumulative Contract Spending (as of 1/15/2025)	\$0.00

**Contractor's Past Performance:**

*Initial award.*

**PROCUREMENT INFORMATION**

Contract Type	ITB	Award Based On	Low Responsive
Commodity	Public Works Construction	Contract Number	2154
Contractor Market	Public Bid		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.):	12/29/2024

**BUDGET INFORMATION**

Funding	CP 175-13, CP 317-06	Department	JIRR
System	Water, Sewer	Project Manager	Joel Galatas
Job Number	A1409FEM, C1488WIF	Purchase Order #	TBD

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System		\$ 673,811.00	WIFIA -49%
Water System		\$ 8,561,370.80	FEMA & CNO - 100%
Drainage System			
<b>TOTAL</b>		\$ 9,235,181.80	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

\_\_\_\_\_  
Susan Diehl

Program Administrator

Joint Infrastructure Recovery Request

**AWARD OF CONTRACT 2167 – LEAD SERVICE LINE INSPECTIONS AND REPLACEMENTS AT SCHOOLS AND RESIDENTIAL CONNECTIONS BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND WALLACE C. DRENNAN, INC**

**WHEREAS**, the Sewerage and Water Board of New Orleans advertised to the public a request for an invitation to bid Contract 2167 – Lead Service Line Inspections and Replacements at Schools and Residential Connections – on December 4, 2024; and,

**WHEREAS**, eight (8) bids were received on January 3, 2025 for the above referenced contract; and

**WHEREAS**, on January 3, 2025, the following bids were opened:

1. Murphy Pipeline Contractors, LLC	\$ 10,710,000
2. RNGD Infrastructure., LLC	\$ 9,422,000
3. Wallace C Drennan, Inc.	\$ 4,988,200
4. BLD Services, LLC	\$ 8,682,000
5. CMG Pipelines, Inc.	\$ 6,550,000
6. Cycle Construction Company, LLC	\$13,173,400
7. Fleming Construction Company, LLC	\$ 6,254,000
8. Hard Rock Construction, LLC	\$ 6,550,000

**WHEREAS**, the lowest responsive and responsible bid was determined to be from Wallace C. Drennan, Inc. with the total base bid of \$4,988,200.00, and is recommended for award;

**NOW, THEREFORE BE IT RESOLVED**, that the bid from Wallace C. Drennan, LLC in the amount of \$4,988,200.00 is hereby accepted for Contract 2167 -Lead Service Line Inspections and Replacements at Schools and Residential Connection is awarded to Wallace C. Drennan, Inc. as the responsible and responsive low bidder.

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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  
January 27, 2025.

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**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 AWARD**

**CN 2167 - Lead Service Line Inspections and Repalcements for Schools and Residential Connections**

Authorization to execute a Contract between the Sewerage and Water Board and Wallace C. Drennan, Inc. in the amount of \$4,988,200.00.

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION	
PRIME	SUBS	TARGET	
Wallace C. Drennan, Inc.	C&M Construction Group Prince Dump Truck Services, LLC	38.00%	
Total		38.00%	

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$4,988,200.00
Has a NTP been Issued	No
Total Contract Value	\$4,988,200.00
Proposed Contract Completion Date	

**Purpose and Scope of the Contract:**

*Completing visual inspections on water services lines at public and private schools and early development centers in New Orleans. If the water services lines at the schools and early development centers are found to be lead, the contractor will be responsible for replacing those water service lines. There is also a scope item for residential public service line repalcements.*

**Spending to Date:**

Cumulative Contract Amount (as of 1/15/2025)	\$4,988,200.00
Cumulative Contract Spending (as of 1/15/2025)	\$0.00

**Contractor's Past Performance:**

*Initial award.*

**PROCUREMENT INFORMATION**

<b>Contract Type</b>	ITB	<b>Award Based On</b>	Low Responsive
<b>Commodity</b>	Public Works Construction	<b>Contract Number</b>	2167
<b>Contractor Market</b>	Public Bid		
<b>Compliance with Procurement Laws?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>CMRC Date (if nec.) :</b>	8/8/2024

**BUDGET INFORMATION**

<b>Funding</b>	DWRLF	<b>Department</b>	Business Services
<b>System</b>	Water	<b>Project Manager</b>	Felicia Bergeron
<b>Job Number</b>	TBD	<b>Purchase Order #</b>	TBD

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System			
Water System		\$ 4,988,200.00	DWRLF - 100%
Drainage System			
<b>TOTAL</b>		\$ 4,988,200.00	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

\_\_\_\_\_  
Felicia Bergeron

**Program Manager**

**Lead Line Replacement Program / Business Services**

**RENEWAL NO. 1 FOR CONTRACT 30247 – RESTORATION OF 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  
THE CITY OF NEW ORLEANS**

**WHEREAS**, the Sewerage and Water Board of New Orleans entered into Contract No. 30247 on August 16, 2023 with CMG Pipelines, Inc. in the amount of \$2,799,780.00 (Resolution Number R-088-2023); and,

**WHEREAS**, the contractor, CMG Pipelines, Inc., desires to extend its contract facilitating the continuity of its services, restoration of 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 the city of New Orleans

**WHEREAS**, two previous change orders have been approved to date;

**WHEREAS**, the DBE participation for this project is 36% and the participation through December 2024 is 38.12%

**WHEREAS**, this \$2,799,780.00 Renewal will extend the contract completion date for an additional 365 days and bring the total contract amount to \$9,853,861.56 and funds for this project are budgeted under the Capital Budget 318-03; and

**NOW THEREFORE BE IT RESOLVED**, the approval of Renewal No. 1 for Contract No. 30247 is ratified by the Sewerage and water Board of New Orleans.

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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  
January 27, 2025.

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**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 CHANGE ORDER FOR RENEWAL #1**

Contract #30247 – RESTORATION OF 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 THE CITY OF NEW ORLEANS

Approval to modify contract 30247, between the Sewerage and Water Board and CMG Pipelines, Inc., in the amount of \$2,799,780.00

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION	
PRIME	SUBS	TARGET	ACTUAL
<i>CMG Pipelines, Inc</i>	<i>C&amp;M Construction Group, LLC</i>	24.64%	19.06%
	<i>Choice Supply Solutions, LLC</i>	12.32%	19.06%
Total		36.96%	38.12%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$2,799,780.00
Previous Change Orders	\$4,254,301.56
% Change of Contract To Date	152.0%
Value of Requested Change	\$2,799,780.00
% For This Change Order	100.0%
<i>Has a NTP been Issued</i>	<i>Yes</i>
<b>Total Revised Contract Value</b>	<b>\$9,853,861.56</b>
% Total Change of Contract	252.0%
Original Contract Completion Date	1/11/2025
Previously Approved Extensions (Days)	0
Time Extension Requested (Days)	365
<b>Proposed Contract Completion Date</b>	<b>1/11/2026</b>

**Purpose and Scope of the Contract:**

*RESTORATION OF 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 THE CITY OF NEW ORLEANS*

**Reason for Change:**

Error/Omission <input type="checkbox"/>	Differing Site Condition <input type="checkbox"/>	Regulatory Requirement <input type="checkbox"/>
Design Change <input type="checkbox"/>	Other <u>Renewal</u> <input checked="" type="checkbox"/>	

The reason for change order is to obtain renewal #1 for contract 30247 and extend the contract's services for an additional year (365 days). This is required in order to continue RESTORATION OF 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 THE CITY OF NEW ORLEANS

**Spending to Date:**

Cumulative Contract Amount (as of 1/1/2025)	\$7,054,081.56
Cumulative Contract Spending (as of 1/1/2025)	\$6,957,551.91

**Contractor's Past Performance:**

The contractor's performance has been satisfactory to date.

**PROCUREMENT INFORMATION**

Contract Type	Fixed Unit Rate	Award Based On	Lowest Competitive Bid
Commodity	Construction Services	Contract Number	30247
Contractor Market	Open Market with DBE participation		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.) :	

**BUDGET INFORMATION**

Funding	C.P. 318-03	Department	Networks
System	Sewer	Project Manager	Andrew Nettles
Job Number		Purchase Order #	PC2024 0000342

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System	100%	\$ 2,799,780.00	
Water System			
Drainage System			
<b>TOTAL</b>		\$ 2,799,780.00	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

**NAME****TITLE****DEPT**

Ashraf Abdelbaqi, P.E.

Chief of Networks

Networks

**RENEWAL NO. 2 FOR CONTRACT 2164 – WATER LINE REPLACEMENTS  
AND EXTENSION AT SCATTERED LOCATIONS THROUGHOUT ORLEANS  
PARISH BETWEEN THE SEWERAGE AND WATER BOARD OF NEW  
ORLEANS AND WALLACE C. DRENNAN, INC.**

**WHEREAS**, the Sewerage and Water Board of New Orleans entered into Contract 2164 with Wallace C. Drennan, Inc. on April 10, 2023, for the amount of \$3,333,265.00 with two (2) optional, one-year renewal (Resolution No. R-009-2023); and,

**WHEREAS**, Renewal No. 1 in the amount of three-million, three-hundred thirty-three thousand, two-hundred sixty-five dollars and zero cents (\$3,333,265.00) represents one-hundred percent (100%) change in contract amount and will bring the total contract amount to six-million, six-hundred sixty-six thousand, five-hundred thirty dollars and zero cents (\$6,666,530.00). This renewal will extend the contract duration by three-hundred, sixty-five (365) calendar days, bringing the new expiration date to April 10, 2025. Funds for this contract are budgeted under C.P. Item # 214-00; and,

**WHEREAS**, Change Order No. 1 was in the amount of one-million, nine-hundred-six thousand, five-hundred-forty-six dollars and eighty-eight cents (\$1,906,546.88); and,

**WHEREAS**, Change Order No. 2 was in the amount of two hundred fifty thousand dollars (\$250,000); and

**WHEREAS**, the Board to desires to execute the second and final renewal for contract 2164; and

**WHEREAS**, Renewal No. 2 in the amount of three-million, three-hundred thirty-three thousand, two-hundred sixty-five dollars and zero cents (\$3,333,265.00) represents one-hundred percent (100%) change in contract amount and will bring the total contract amount to twelve-million, one-hundred fifty-six thousand, three-hundred forty-one dollars and eighty-eight cents (\$12,156,341.88). This renewal will extend the contract duration by three-hundred, sixty-five (365) calendar days, bringing the new expiration date to April 10, 2026. Funds for this contract are budgeted under C.P. Item # 214-00; and,

**NOW, THEREFORE BE IT RESOLVED**, the approval of Renewal No. 2 for Contract No. 2164 is ratified by the Sewerage and Water Board of New Orleans.

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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  
January 27, 2025.

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**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 RENEWAL #2 FOR CONTRACT 2164**

**CONTRACT 2164: Water Main Line Replacements and Extensions at Scattered Locations throughout Orleans Parish**

Approval to renew Contract 2164, between the Sewerage and Water Board and Wallace C. Drennan, Inc., in the amount of \$3,333,265.00

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION	
PRIME	SUBS	TARGET	ACTUAL
<i>Wallace C Drennan, LLC</i>	<i>C&amp;M Construction Group, Inc</i>	8.01%	4.10%
	<i>Prince Dump Truck Services, LLC</i>	3.00%	6.23%
	<i>Choice Supply Solutions, LLC</i>	26.01%	13.84%
	<i>Coop Contracting Group</i>	0.60%	0.00%
Total		37.62%	24.17%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$3,333,265.00
Previous Change Orders	\$5,489,811.88
% Change of Contract To Date	164.7%
Value of Requested Change	\$3,333,265.00
% For This Change Order	100.0%
<i>Has a NTP been Issued</i>	<i>Yes</i>
<b>Total Revised Contract Value</b>	<b>\$12,156,341.88</b>
% Total Change of Contract	264.7%
Original Contract Completion Date	4/10/2024
Previously Approved Extensions (Days)	365
Time Extension Requested (Days)	365
<b>Proposed Contract Completion Date</b>	<b>4/10/2026</b>

**Purpose and Scope of the Contract:**

*The purpose of this contract is for water main line replacements throughout Orleans Parish, Installation of new water services (Good Jojs) throughout Orleans Parish, and Installation of water main valves - ranging from 4" valves to 48" valves.*

**Reason for Change:**

Error/Omission <input type="checkbox"/>	Differing Site Condition <input type="checkbox"/>	Regulatory Requirement <input type="checkbox"/>
Design Change <input type="checkbox"/>	Other <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>	

The reason for this renewal is to continue to maintain the City's water distribution system. This contract is needed in order to continue to install new service connections for qualified customers, for replacement of water mains when deemed necessary and when repairs cannot remedy the issue of aging water main lines, as well as to install water valves as deemed necessary in order to shorten water closures, providing less impact to customers.

**Spending to Date:**

Cumulative Contract Amount (as of 12/10/2024)	\$12,156,341.88
Cumulative Contract Spending (as of 12/10/2024)	\$8,797,857.62

**Contractor's Past Performance:**

The contractor's performance has been satisfactory to date.

**PROCUREMENT INFORMATION**

Contract Type	Fixed Unit Rate	Award Based On	Lowest Competitive Bid
Commodity	Construction Services	Contract Number	2164
Contractor Market	Open Market with DBE participation		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.) :	

**BUDGET INFORMATION**

Funding	CP 216-04	Department	Networks
System	Water	Project Manager	Ashraf Abdelbaqi
Job Number	2164	Purchase Order #	0001951 PC2023

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System			
Water System	100%	\$3,333,265.00	No
Drainage System			
<b>TOTAL</b>		\$3,333,265.00	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

\_\_\_\_\_  
**Ashraf Abdelbaqi**  
**Chief of Networks**  
**Networks Department**

**AMENDMENT NO. 11 TO THE AGREEMENT BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND RICHARD C. LAMBERT, CONSULTANTS, LLC FOR DESIGN AND ENGINEERING SERVICES FOR WATER LINE REPLACEMENT PROGRAM.**

**WHEREAS**, the Board and Consultant are parties to a Professional Services Agreement dated December 12, 2012 (the “Original Agreement”), and subsequent amendments by which Consultant was engaged to provide engineering, design and surveying services for the Water Line Replacement Program for the Gentilly Woods and Pontchartrain Park neighborhoods with compensation originally based on a percentage of construction costs and other nonspecific amounts, and 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**, 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 Gentilly Woods and Pontchartrain Park neighborhoods; and

**WHEREAS**, by R-073-2019 adopted at its meeting on August 21, 2019, the Board authorized execution of Amendment No. 2 to the Agreement to delete any future program/project management services and all unaccrued program/project management services fees, to include design and supplemental services in the Gentilly Woods and Pontchartrain Park neighborhoods at an additional fee not to exceed \$279,051.18 (for a total fee not to exceed \$621,651.11) and to establish a contract expiration date of November 28, 2021; and

**WHEREAS**, pursuant to R-073-2019 the Board and Consultant executed Amendment No. 2 dated February 3, 2020; and

**WHEREAS**, pursuant to Resolution R-025-2020 the Board and Contractor executed Amendment No. 3 dated March 18, 2020, for engineering services on project RR061 for a fee not to exceed \$11,241.70 (for a total contract value of \$632,892.81), and establishing a contract expiration date of June 30, 2023; and

**WHEREAS**, the Board and Contractor executed Amendment No. 4 dated July 15, 2020, for engineering services on project RR140 for a fee not to exceed \$37,228.75 (for a total contract value of \$670,121.56); and

**WHEREAS**, the Board and Contractor executed Amendment No. 5 dated November 13, 2020, for engineering services on project RR061, RR142, and RR143 for a fee not to exceed \$272,401.44 (for a total contract value of \$942,523.00); and

**WHEREAS**, pursuant to Resolution R-116-2020 the Board and Contractor executed Amendment No. 6 dated March 10, 2021, for engineering services on project RR085 for a fee not to exceed \$261,440.00 (for a total contract value of \$1,203,963.00); and

**WHEREAS**, pursuant to Resolution R-038-2021 the Board and Contractor executed Amendment No. 7 dated July 13, 2021 for engineering services on projects RR056 Gentilly Terrace Group F, RR086 Lakeview North Group D, RR061 Gentilly Woods Group F, RR140 Pontchartrain Park Group A, RR142 Pontchartrain Park Group C, RR143 Pontchartrain Park Group D, and RR194 West End Group B, in the not to exceed amount of \$437,361.79, (for a total contract value of \$1,641,324.79); and

**WHEREAS**, pursuant to Resolution R-046-2022 the Board and Contractor executed Amendment No. 8 dated August 15, 2022 for engineering services on projects RR140 Pontchartrain Park Group A, RR056 Gentilly Terrace Group F, in the not to exceed amount of \$41,171.15 for a total contract value of \$1,682,495.94 and to extend Proposed Contract Completion Date to February 25, 2024; and

**WHEREAS**, pursuant to Resolution R-051-2023 the Board and Contractor executed Amendment No. 9 dated August 10, 2023, for RR061 Gentilly Woods Group F not to exceed \$138,750.00, RR085 Lakewood North Group C not to exceed \$32,000.00, and RR056 Gentilly Terrace Group F not to exceed \$44,000.00 for an amendment value not to exceed \$214,750 and a total contract value not to exceed \$1,897,245.94; to extend the Contract Completion Date to August 18, 2026; and update the consultant's labor rates; and

**WHEREAS**, pursuant to Resolution R-020-2024 the Board and Contractor executed Amendment No. 10 dated July 9, 2024, for RR061 Gentilly Woods Group F not to exceed \$54,635.67 for an amendment value not to exceed \$54,635.67 and a total contract value not to exceed \$1,951,881.61; and

**WHEREAS**, the design services for the water line segment originally identified within RR061 Gentilly Woods Group F under Amendment 3 in March 2020, was completed in connection with RR056 Gentilly Terrace Group F; and

**WHEREAS**, Amendment No. 11 will reflect the inclusion of waterline professional services originally described for RR061 Gentilly Woods Group F, as actually performed with reference to RR056 Gentilly Terrace Group F, and extend the term of the Agreement to February 24, 2026;

**NOW, THEREFORE BE IT RESOLVED**, that the President/President Pro Tem of the Sewerage and Water Board is hereby authorized to execute on behalf of the Sewerage and Water Board of New Orleans Amendment No. 11 to the existing agreement with Richard C. Lambert Consultants, LLC.

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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  
January 27, 2025.

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**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 Engineering Services Agreement - Amendment No. 11**

**Richard C. Lambert Consultants, LLC WLRP Agreement**

Request authorization for Amendment No. 11 to our WLRP Agreement to extend the contract end date to February 24, 2026.

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION	
PRIME	SUBS	TARGET	ACTUAL
<i>Richard C. Lambert Consultants, LLC</i>	<i>Kenall, Inc., APS, Beta, &amp; Civil Design</i>	35.00%	29.28%
Total		35.00%	29.28%

**DESCRIPTION AND PURPOSE**

Original Contract - Not to Exceed 18% Cost of Construction	
Amendments 1-10	\$1,951,881.61
Current Contract Value	\$1,951,881.61
Value of Requested Work	\$0.00
Has a NTP been Issued	Yes
<b>Total Revised Contract Value</b>	<b>\$1,951,881.61</b>
Original Contract Completion Date	12/30/2022
Previously Approved Extensions (Days)	787
Time Extension Requested (Days)	365
<b>Current Contract Completion Date</b>	<b>2/24/2026</b>

**Purpose and Scope of the Contract:**

*This agreement provides engineering services for the Joint Infrastructure Recovery Request (JIRR) program in coordination with the City of New Orleans (CNO) Recovery Roads (RR) Program for Pontchartrain Park and Gentilly Woods neighborhoods.*

**Reason for Change:**

Negotiate Fees <input checked="" type="checkbox"/>	Differing Site Condition <input type="checkbox"/>	Regulatory Requirement <input type="checkbox"/>
Design Change <input type="checkbox"/>	Other _____ <input type="checkbox"/>	

Current contract extension date is February 24, 2025. Consultant is providing engineering services on active projects, and will be providing services on some of the upcoming 19 (nineteen) projects that DPW has scheduled to advertise and start construction in 2025.

**Spending to Date:**

Cumulative Contract Amount (as of 12/1/2024)	\$1,951,881.61
Cumulative Contract Spending (as of 12/1/2024)	\$1,318,035.11

**Contractor's Past Performance:**

The designer's timeliness of deliverables, conformance to SWBNO policies, procedures, and quality meet expectations. DBE participation will be met by Resident Inspection services during Construction.

**PROCUREMENT INFORMATION**

Contract Type	Professional Services	Award Based On	Qualified List
Commodity	Public Works Construction	Name & FEMA PW	WLRP & 21031
Contractor Market	Public RFQ with DBE participation		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.) :	12/12/2024

**BUDGET INFORMATION**

Funding	CP 175-14; CP175-13	Department	JIRR
System	Water	Project Manager	Susan Diehl
Job Number	A1348FEM; A1370FEM	Purchase Order #	PG20206000074

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursible?
Sewer System			WIFIA -49%
Water System			FEMA - 100%
Drainage System			
<b>TOTAL</b>		\$ -	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

\_\_\_\_\_  
 Susan Diehl  
 Program Administrator  
 Joint Infrastructure Recovery Request

**RATIFICATION OF CHANGE ORDER NO. 2 FOR CONTRACT 30228 – MID CITY BASIN NO. 2 SEWER REHABILITATION BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND FLEMING CONSTRUCTION COMPANY, LLC.**

**WHEREAS**, the Sewerage and Water Board of New Orleans advertised on November 26, 2021, according to public bid law, a Request for Bids for Contract 30228 – Mid City Basin No. 2 Sewer Rehabilitation; and,

**WHEREAS**, Bids for contract 30228 were received on December 23, 2021; and these bids were evaluated, and the bid amounts were acceptable according to the Engineer's Opinion of Probable Cost; and

**WHEREAS**, The responsible and responsive low bid was accepted, and the Contract was awarded to Fleming Construction Company, LLC in the amount of \$18,500,669.00 per R-018-2022; and,

**WHEREAS**, Change Order 1 represents Field Change Order 1, the installation of bypass pumping at Sewer Station 15, and Field Change Order 2, the installation of a new 8" sewer in St. John Ct; and,

**WHEREAS**, Change Order 2 represents; Field Change Order 3 – Exploratory Excavations for St. John Ct, Field Change Order 4 – Removal of Oak Tree on Broad St, Field Change Order 5 – Removal of Defective Sewer Connections, Field Change Order 6 – Adds Items for Flush Valve Removal and 15" Drain Point Repairs, Field Change Order 7 – Bypass Pumping to Install CIPP Liners, Field Change Order 8 – Ursulines Right of Way Work, Field Change Order 9 – Adds Carrollton Basin Consent Decree Work to Help Meet Deadline, and Field Change Order 10 – Traffic Control for Palmyra St Work, Field Change Order 11 – Overtime To Meet Mid City Basin Deadline, Field Change Order 12 – 2900 St. Phillip Pipe Bursting, and Field Change Order 13 – Bayou Road Brick Replacement ; and

**WHEREAS**, Change Order 2 represents Field Change Order 14 – Request for 51 Days Associated with Work Done for FCO 1 and FCO 7, 137 days for work done under FCO 9 – Addition of Carrollton Basin Scope, 126 days for delay in finding bricks to restore Bayou Rd, requests 30 days due to rain, and 120 days for sewer surcharges do to pumping station losing capacity, for a total of 464 days.

**WHEREAS**, this Change Order 3 represents; Field Change Order 15 - the removal and replacement of an existing 12" valve in the 2300 block of St. Louis. Also, this change includes 167 days for delays in restoring the pavement in the 2900 block of St. Phillip St due to water leaks, and the delays in restoration to 2300 St. Louis due to the leaking valve.

**WHEREAS**, this Change Order 3, in the deductive amount of \$8.04, brings the Contract total to \$19,173,276.63, and the Substantial Completion date to February 2, 2025; and,

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 3 for Contract 30228 is hereby approved by the Sewerage and Water Board of New Orleans.

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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  
January 27, 2025.

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**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 CHANGE ORDER 3  
Contract 30228 Mid City Basin No. 2 Rehabilitation**

Approval to modify contract 30228, between the Sewerage and Water Board and Fleming Construction Co., LLC in the deductive amount of \$8.04

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION GOAL: 36%	
PRIME	SUBS	TARGET	ACTUAL (as of 12/19/24)
<i>Fleming Construction Company, LLC</i>	<i>Advantage Manhole &amp; Concrete Services, Inc</i>	29.10%	8.58%
	<i>Choice Supply Solutions, LLC</i>	0.00%	0.05%
	<i>DC Trucking and Equipment Service LLC</i>	6.15%	1.98%
	<i>F.P. Richards Construction</i>	0.00%	3.16%
	<i>Industry Junction, Inc</i>	2.51%	1.65%
	<i>Landrieu Concrete</i>	1.08%	1.24%
	<i>Hebert Trucking</i>	1.00%	0.16%
	<i>Dieudonne Enterprises</i>	6.15%	5.44%
	<i>Blue Flash, Inc.</i>	0.49%	1.29%
	<b>Total</b>	46.5%	23.55%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$18,500,669.00
Previous Change Orders	\$672,615.67
% Change of Contract To Date	3.6%
Value of Requested Change	-\$8.04
% For This Change Order	0.0%
<i>Has a NTP been Issued</i>	<i>Yes</i>
<b>Total Revised Contract Value</b>	<b>\$19,173,276.63</b>
% Total Change of Contract	3.6%
Original Contract Completion Date	3/14/2023
Previously Approved Extensions (Days)	494
Time Extension Requested (Days)	167
<b>Proposed Contract Completion Date</b>	<b>1/2/2025</b>

**Purpose and Scope of the Contract:**

Contract 30228, as a part of the Mid City Consent Decree from the EPA, consists of the rehabilitation of existing main line sanitary sewers via mainline cleaning and CCTV inspections, excavated point repairs, full length main line replacements, house connection service lateral replacements, full-length Cured-in-Place Pipe (CIPP) lining, service lateral Cured-in-Place Pipe (CIPP) lining and manhole rehabilitation. Work also includes associated interim and final pavement restoration.

**Reason for Change:**

In Scope <input checked="" type="checkbox"/>	Differing Site Condition <input type="checkbox"/>	Regulatory Requirement <input type="checkbox"/>
Design Change <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	

This Change Order includes the removal and replacement of an existing 12" valve in the 2300 block of St. Louis. Also, this change includes 167 days for delays in restoring the pavement in the 2900 block of St. Phillip St due to water leaks, and the delays in restoration to 2300 St. Louis due to the leaking valve.

**Spending to Date:**

Cumulative Contract Amount (as of 12/27/2024)	\$19,173,284.67
Cumulative Contract Spending (as of 12/27/2024)	\$18,035,089.56

**Contractor's Past Performance:**

Contractor has performed well on this project. They complete the work according to the contract specifications, and they promptly communicate any construction issues to Construction Manager or the Inspector.

**PROCUREMENT INFORMATION**

Contract Type	Base Bid	Award Based On	Lowest Competitive Bid
Commodity	Public Works Construction	Contract Number	30228
Contractor Market	Public Bid with DBE participation		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.):	12/19/2024

**BUDGET INFORMATION**

Funding	CP 317-08	Department	Networks Engineering
System	Sewer	Project Manager	Kevin Braxton, PE
Job Number	30228WIF	Purchase Order #	PC2024 0002024

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursible?
Sewer System	100%	\$ (8.04)	WIFIA
Water System			
Drainage System			
<b>TOTAL</b>		\$ (8.04)	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

\_\_\_\_\_  
**Kevin Braxton, PE**  
**Principal Engineer**  
**Networks Engineering**

**RATIFICATION OF CHANGE ORDER NO. 2 FOR CONTRACT 30233 –  
CARROLLTON BASIN NO. 4 SEWER REHABILITATION BETWEEN THE  
SEWERAGE AND WATER BOARD OF NEW ORLEANS AND HARD ROCK  
CONSTRUCTION, LLC.**

**WHEREAS**, the Sewerage and Water Board of New Orleans advertised on October 6, 2022, according to public bid law, a Request for Bids for Contract 30233 – Carrollton Basin No. 4 Sewer Rehabilitation; and,

**WHEREAS**, Bids for contract 30233 were received on November 9, 2022; and these bids were evaluated, and the bid amounts were acceptable according to the Engineer's Opinion of Probable Cost; and

**WHEREAS**, The responsible and responsive low bid was accepted, and the Contract was awarded to Hard Rock Construction, LLC in the amount of \$16,838,519.00 per R-157-2022; and,

**WHEREAS**, On February 23, 2023 the Sewerage and Water Board of New Orleans executed Contract 30233; the rehabilitation of existing main line sanitary sewers via mainline cleaning and CCTV inspections, excavated point repairs, full length main line replacements, house connection service lateral replacements, full-length Cured-in-Place Pipe (CIPP) lining, service lateral Cured-in-Place Pipe (CIPP) lining and manhole rehabilitation; and,

**WHEREAS**, Due to unforeseen existing conditions in the field, including, but not limited to; conflicts with drainage mains, and conflicts with tree roots, this Change Order will add new pay items; X01 - PR of Existing Drain Line Up To 10ft (10"), X02 - PR Exist Drain Line Up to 10 Feet (12"), X03 – PR Exist Drain Line Up to 10 Feet (15"), X04 - PR Exist Drain Line Up to 10 Feet (18"), X05 – PR Exist Drain Line Up to 10 Feet (21"), X06 – Reset Existing Curb, X07 – Install Manhole, X08 – Single Vertical Catch Basin Repair or Vertical Adjustment, X09 – 12" Water Line Offset Up To 24", X10 – Replace Broken Water Meter Box, X11 – Saddle Wye, and X12 CCTV Lateral With Above Ground Markings, X14 Air Spading, and X15 Install New Service Lateral (6"), X16 - Sewer Point Repair Up To 12ft (18" at 14.1' - 16.0'), X17 - Sewer Point Repair Beyond 12ft (18" at 14.1' - 16.0'), X18 – Pipe Liner (CIPP, 18"), X19 - Pipe Bursting 8", X20 - Install Doghouse Manhole, X21 - Install Conflict Box, X22 - Install Drop Inlet, X23 - Install Sewer Main (18" at 12.1' - 14.0'), X24 - Install Sewer Main (18" at 14.1' - 16.0'); and

**WHEREAS**, Due to DPW's JIRR projects being delayed for the Carrollton Basin, some of their scope was added to SWB's SSERP projects in order to meet the consent decree deadline. This Change Order adds the segments: 2200 Lowerline St, 6300 McKenna 8700

Marks St, 8600 Marks St, 8600 Pear St, Freret St. @ Audubon St, 7400 Maple St, 300 and 400 Audubon St, 2700 and 2800 Eagle St to the scope; and,

**WHEREAS**, This Change Order increases bid items to complete repairs due to the addition of 2700 Eagle St and 2800 Eagle St, and due to existing field conditions, the scope needed to be changed to pipe bursting from main replacement on 6300 Fontainebleau.

**WHEREAS**, This Change Order, in the amount of \$1,176,937.67 brings the accumulated Contract change order total to \$3,037,256.05 or 18.0% percent of the original Contract value and adds 248 days to the contract time bringing the new total contract value to \$19,875,775.05 with an end date of March 4, 2025

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 1 for Contract 30233 is hereby approved by the Sewerage and Water Board of New Orleans.

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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  
January 27, 2025.

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**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**

**Change Order**

**30233 - Carrollton Basin No. 4 Sewer Rehabilitation**

Approval to execute a change order between the Sewerage and Water Board and Hard Rock Construction, LLC in the amount of \$1,176,937.67

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION GOAL: 36%	
PRIME	SUBS	TARGET	ACTUAL (as of 12/19/24 )
<i>Hard Rock Construction, LLC</i>	<i>B.E.F. Construction, LLC</i>	1.75%	13.53%
	<i>Baum Environmental Group, Inc.</i>	0.00%	0.01%
	<i>Choice Supply Solutions, LLC</i>	0.00%	2.66%
	<i>Mitchell Contracting, Inc.</i>	16.38%	6.27%
	<i>I.A.B Construction, LLC</i>	0.00%	0.22%
	<i>EFT Diversified, Inc.</i>	15.97%	0.00%
	<i>Jett Services, LLC</i>	0.00%	2.18%
	<i>Blue Flash Sewer Service</i>	1.91%	0.77%
Total		36.01%	25.64%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$16,838,519.00
Previous Change Orders	\$1,860,318.38
% Change of Contract To Date	11.05%
Value of Requested Change	\$1,176,937.67
% For This Change Order	6.29%
<i>Has a NTP been Issued</i>	<i>Yes</i>
<b>Total Contract Value</b>	<b>\$19,875,775.05</b>
% Total Change of Contract	18.0%
Original Contract Completion Date	3/14/2024
Previously Approved Extensions (Days)	107
Time Extension Requested (Days)	248
<b>Proposed Contract Completion Date</b>	<b>3/4/2025</b>

**Purpose and Scope of the Contract:**

Contract 30233, as a part of the Carrollton Consent Decree from the EPA, consists of the rehabilitation of existing main line sanitary sewers via mainline cleaning and CCTV inspections, excavated point repairs, full length main line replacements, house connection service lateral replacements, full-length Cured-in-Place Pipe (CIPP) lining, service lateral Cured-in-Place Pipe (CIPP) lining and manhole rehabilitation. Work also includes associated interim and final pavement restoration.

**Reason for Change:**

In Scope	Differing Site Condition	Regulatory Requirement
Design Change	Other _____	

This Change Order; FCO 11 - Increases sewer point repair up to 12 ft (8" @ 8.1-10.0) and 12 ft (15" @ 10.1-12.0), increases bid items for roadway restoration and replace house connections on 2700 (taken from RR062) and 2800 Eagle St (taken from SSERP 30261), FCO 12 - Adds pipe bursting and reinstatement of sewer laterals items to rehab sewer on 6300 Fontainebleau, and FCO 13 - 263 days for work associated with FCO 1, FCO 2, FCO 3, FCO 4, FCO 5, FCO 11 and FCO 12.

**Spending to Date:**

Cumulative Contract Amount (as of 12/27/2024)	\$19,172,940.61
Cumulative Contract Spending (as of 12/27/2024)	\$18,581,464.60

**Contractor's Past Performance:**

Hard Rock LLC has an excellent work record for the Board.

**PROCUREMENT INFORMATION**

Contract Type	Base Bid	Award Based On	Lowest Competitive Bid
Commodity	Public Works Construction	Contract Number	30233
Contractor Market	Public Bid		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.):	

**BUDGET INFORMATION**

Funding	317-08	Department	Networks Engineering
System	Sewer	Project Manager	Kevin Braxton
Job Number	30233WIF	Purchase Order #	PG2023 6000023

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System		\$ 1,176,937.67	LDEQ
Water System			
Drainage System			
<b>TOTAL</b>		\$ 1,176,937.67	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

\_\_\_\_\_  
**Kevin Braxton**  
**Principal Engineer**  
**Networks Engineering**

**RATIFICATION OF CHANGE ORDER NO. 3 FOR CONTRACT 30236 – CARROLLTON BASIN NO. 6 SEWER REHABILITATION BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND BLD SERVICES, LLC.**

**WHEREAS**, the Sewerage and Water Board of New Orleans advertised on June 15, 2022, according to public bid law, a Request for Bids for Contract 30236 – Carrollton Basin No. 6 Sewer Rehabilitation; and,

**WHEREAS**, Bids for contract 30236 were received on July 27, 2022; and these bids were evaluated, and the bid amounts were acceptable according to the Engineer's Opinion of Probable Cost; and

**WHEREAS**, The responsible and responsive low bid was accepted, and the Contract was awarded to BLD Services, LLC in the amount of \$3,776,283.00 per R-113-2022; and,

**WHEREAS**, Change Order No. 1 added consent decree work from JIRR projects in order to help meet the Mid City Basin deadline. Also, included in Change Order 1 is the Carrollton Basin line segment 035-033/035-042 on Cambronne St, which the Sewerage and Water board previously directed BLD to rehabilitate as emergency work; and,

**WHEREAS**, Change Order No. 2; added a pay items for: a sewer point repair size and depth that does not have an existing pay item in the contract, and bypass pumping, an emergency service repair that was completed at the SWB's direction on 1600 Audubon St to remove equipment that became stuck inside a service during CCTV evaluation of the block, overtime pay for efforts made to meet Mid City Consent Decree milestone from Change Order 1, Carrollton Basin manholes originally in contract RR213, sewer line segments in the 1300 and 1600 blocks of Audubon St; and,

**WHEREAS**, Change Order No. 2 deducted \$5,000 to remediate an error on Change Order 1. Change Order 1 added a quantity of 5 to pay item #38 - Sewer Point Repair Up to 12 Feet (8" at 8.1'-10.0'). The contract unit price for this pay item is \$14,000/EA; however, the SOW attached to the FCO#1 listed the incorrect unit price for pay item #38 as \$15,000/EA. Therefore, by error, an extra \$5,000 was added to the total contract value; and

**WHEREAS**, This Change Order No. 3 will add a point repair pay item (with a quantity of 3 EA) for drain lines (8-15" drain lines) on 1300 Audubon St due to conflicts in the field. This change order will also add a pay item for Air Spading and Root Pruning completed on Apple St, Carrollton, Claiborne, Cambronne sewer segments. Also, included in this change order is exploratory digging which was essential to uncover an Entergy gas line cross-bore on 1300 Audubon. Since Entergy was not able to remove the bore in a timely

manner, exploratory excavation was approved by SWBNO to expedite sewer repairs (CIPP) by Tulane.

**WHEREAS**, Change Order No. 3, in the amount of \$25,438.87 brings the accumulated Contract change order total to \$1,744,072.27 or 46.2% percent of the original Contract value and adds 174 days to the contract time bringing the new total contract value to \$5,520,355.27 with an end date of December 20, 2024; and,

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 3 for Contract 30236 is hereby approved by the Sewerage and Water Board of New Orleans.

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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  
January 27, 2025.

---

**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**

**Change Order**

**30236 - Carrollton Basin No. 6 Sewer Rehabilitation**

Approval to execute a change order between the Sewerage and Water Board and BLD Services, LLC in the amount of \$25,438.87

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION GOAL: 36%	
PRIME	SUBS	TARGET	ACTUAL (as of 12/19/24)
<i>BLD Services, LLC</i>	<i>C&amp;M Construction Group, Inc.</i>	16.61%	12.37%
	<i>Choice Supply Solutions, LLC</i>	2.05%	2.42%
	<i>Advantage Manhole &amp; Concrete Services, Inc.</i>	14.74%	9.33%
	<i>Prince Dump Truck Service, LLC</i>	2.65%	3.15%
Total		36.05%	27.27%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$3,776,283.00
Previous Change Orders	\$1,718,633.40
% Change of Contract To Date	45.51%
Value of Requested Change	\$25,438.87
% For This Change Order	0.67%
<i>Has a NTP been Issued</i>	<i>Yes</i>
<b>Total Contract Value</b>	<b>\$5,520,355.27</b>
% Total Change of Contract	46.2%
Original Contract Completion Date	10/26/2023
Previously Approved Extensions (Days)	248
Time Extension Requested (Days)	174
<b>Proposed Contract Completion Date</b>	<b>12/20/2024</b>

**Purpose and Scope of the Contract:**

*Contract 30236, as a part of the Carrollton Consent Decree from the EPA, consists of the rehabilitation of existing main line sanitary sewers via mainline cleaning and CCTV inspections, excavated point repairs, full length main line replacements, house connection service lateral replacements, full-length Cured-in-Place Pipe (CIPP) lining, service lateral Cured-in-Place Pipe (CIPP) lining and manhole rehabilitation. Work also includes associated interim and final pavement restoration.*

**Reason for Change:**

In Scope	Differing Site Condition	Regulatory Requirement
Design Change	Other _____	

*This change order will increase the contract value by \$25,438.87 to allow for the billing of added work. This change order will add a point repair pay item (with a quantity of 3 EA) for drain lines (8-15" drain lines). The location for these three repairs was 1300 Audubon Street on LS 055-018/055-017 which was added to contract 30236. This work has already been completed. One DL segment repaired/replaced during repairs of sewer segment ~10' (1) on 1300 Audubon, and one DL segment ~20' total (2) repaired/replaced during restoration effort. This change order will also add a pay item for Air Spading and Root Pruning completed on Apple St, Carrollton, Claiborne, Cambronne sewer segments. The third pay item included under this change order is for exploratory digging which was essential to uncover an Entergy gas line cross-bore on 1300 Audubon. Since Entergy was not able to remove the bore in a timely manner, exploratory excavation was approved by SWBNO to expedite sewer repairs (CIPP) by Tulane.*

**Spending to Date:**

Cumulative Contract Amount (as of 12/27/2024)	\$5,494,916.40
Cumulative Contract Spending (as of 12/27/2024)	\$5,380,004.89

**Contractor's Past Performance:**

*BLD has an excellent work record for the Board.*

**PROCUREMENT INFORMATION**

Contract Type	Base Bid	Award Based On	Lowest Competitive Bid
Commodity	Public Works Construction	Contract Number	30236
Contractor Market	Public Bid		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.):	

**BUDGET INFORMATION**

Funding	317-05	Department	Networks Engineering
System	Sewer	Project Manager	Kevin Braxton
Job Number	30236WIF	Purchase Order #	PC2024 00001563

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System		\$ 25,438.87	WIFIA
Water System			
Drainage System			
<b>TOTAL</b>		\$ 25,438.87	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

\_\_\_\_\_  
**Kevin Braxton**  
**Principal Engineer**  
**Networks Engineering**

**RATIFICATION OF CHANGE ORDER NO. 1 FOR CONTRACT 30248 –  
CARROLLTON BASIN NO. 7 SEWER REHABILITATION BETWEEN THE  
SEWERAGE AND WATER BOARD OF NEW ORLEANS AND FLEMING  
CONSTRUCTION COMPANY, LLC.**

**WHEREAS**, the Sewerage and Water Board of New Orleans advertised on March 30, 2023, according to public bid law, a Request for Bids for Contract 30248 – Carrollton Basin No. 7 Sewer Rehabilitation; and,

**WHEREAS**, Bids for contract 30248 were received on April 24, 2023; and these bids were evaluated, and the bid amounts were acceptable according to the Engineer's Opinion of Probable Cost; and

**WHEREAS**, The responsible and responsive low bid was accepted, and the Contract was awarded to Fleming Construction Company, LLC in the amount of \$5,438,876.00 per R-052-2023; and,

**WHEREAS**, Change Order 1 represents Field Change Order 1 - The removal of two sewer segments on Oaklawn Dr and replaces the scope with point repairs and lining, Field Change Order 2 - Add sewer point repairs at 2300 Fern, add sewer point repairs & house connections at 4100 Eagle St, Field Change Order 3 - Add new catch basin frame, top, and grate to existing damaged catch basin, and adjustment of separate existing catch basin for pavement restoration in 4300 block of Last St, Field Change Order 4 - Add item 6" water valve in order to repair leak that impacted sewer segment on 3400 Mistletoe, Field Change Order 5 - Request for 177 days due to delays caused from water leaks that affected the schedule of CIPP lining with Fleming's sub-contractor.; and,

**WHEREAS**, this Change Order 1, in the amount of \$15,556.68 or 0.29% of the original Contract value and adds 267 days to the contract time bringing the new total contract value to \$5,454,433.18 with an end date of February 1, 2025; and,

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 1 for Contract 30248 is hereby approved by the Sewerage and Water Board of New Orleans.

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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  
January 27, 2025.

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**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 CHANGE ORDER 1**

**Contract 30248 Carrollton Basin No. 7 Rehabilitation**

Approval to modify contract 30248, between the Sewerage and Water Board and Fleming Construction Co., LLC in the amount of \$15,556.76

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION GOAL: 36%	
PRIME	SUBS	TARGET	ACTUAL (as of 12/19/24)
<i>Fleming Construction Company, LLC</i>	<i>DC Trucking and Equipment Service</i>	18.70%	5.01%
	<i>Industry Junction, Inc.</i>	11.30%	4.97%
	<i>F.P. Richard Construction, LLC</i>	6.05%	26.47%
	<i>Blue Flash, Inc.</i>	0.00%	2.00%
	<i>Advantage Manhole &amp; Concrete</i>	0.00%	0.70%
Total		36.05%	39.15%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$5,438,876.50
Previous Change Orders	\$0.00
% Change of Contract To Date	0.0%
Value of Requested Change	\$15,556.68
% For This Change Order	0.29%
<i>Has a NTP been Issued</i>	<i>Yes</i>
<b>Total Revised Contract Value</b>	<b>\$5,454,433.18</b>
% Total Change of Contract	0.3%
Original Contract Completion Date	5/10/2024
Previously Approved Extensions (Days)	0
Time Extension Requested (Days)	267
<b>Proposed Contract Completion Date</b>	<b>2/1/2025</b>

**Purpose and Scope of the Contract:**

*Contract 30248, as a part of the Carrollton Basin Consent Decree from the EPA, consists of the rehabilitation of existing main line sanitary sewers via mainline cleaning and CCTV inspections, excavated point repairs, full length main line replacements, house connection service lateral replacements, full-length Cured-in-Place Pipe (CIPP) lining, service lateral Cured-in-Place Pipe (CIPP) lining and manhole rehabilitation. Work also includes associated interim and final pavement restoration.*

**Reason for Change:**

In Scope <input checked="" type="checkbox"/>	Differing Site Condition <input type="checkbox"/>	Regulatory Requirement <input type="checkbox"/>
Design Change <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	

*This Change Order includes Field Change Order 1 - The removal of two sewer segments on Oaklawn Dr and replaces the scope with point repairs and lining, Field Change Order 2 - Add sewer point repairs at 2300 Fern, add sewer point repairs & house connections at 4100 Eagle St, delete one point repair at 8900 Peach St due to conflict with existing watermain and deduct sewer main installation at 3000 Hollygrove, Field Change Order 3 - Add new catch basin frame, top, and grate to existing damaged catch basin, and adjustment of separate existing catch basin for pavement restoration in 4300 block of Last St, Field Change Order 4 - Add item 6" water valve in order to repair leak that impacted sewer segment on 3400 Mistletoe, Field Change Order 5 - Request for 177 days due to delays caused from water leaks that affected the schedule of CIPP lining with FLEMINGS sub contractor.*

**Spending to Date:**

Cumulative Contract Amount (as of 7/12/2022)	\$5,438,876.50
Cumulative Contract Spending (as of 7/12/2022)	\$4,356,273.14

**Contractor's Past Performance:**

*Contractor has performed well on this project. They complete the work according to the contract specifications, and they promptly communicate any construction issues to Construction Manager or the Inspector.*

**PROCUREMENT INFORMATION**

Contract Type	Base Bid	Award Based On	Lowest Competitive Bid
Commodity	Public Works Construction	Contract Number	30248
Contractor Market	Public Bid with DBE participation		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.):	

**BUDGET INFORMATION**

Funding	CP 317-08	Department	Networks Engineering
System	Sewer	Project Manager	Kevin Braxton, PE
Job Number	C1458WIF	Purchase Order #	0002420 PC2023

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursible?
Sewer System	100%	\$ 15,556.68	WIFIA
Water System			
Drainage System			
<b>TOTAL</b>		\$ 15,556.68	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

\_\_\_\_\_  
**Kevin Braxton, PE**  
**Principal Engineer**  
**Networks Engineering**

**RATIFICATION OF CHANGE ORDER NO. 2 FOR CONTRACT 30251 –  
CARROLLTON BASIN NO. 10 SEWER REHABILITATION BETWEEN THE  
SEWERAGE AND WATER BOARD OF NEW ORLEANS AND BLD  
SERVICES, LLC.**

**WHEREAS**, the Sewerage and Water Board of New Orleans advertised on July 5, 2023, according to public bid law, a Request for Bids for Contract 30251 – Carrollton Basin No. 10 Sewer Rehabilitation; and,

**WHEREAS**, Bids for contract 30251 were received on July 31, 2023; and these bids were evaluated, and the bid amounts were acceptable according to the Engineer's Opinion of Probable Cost; and

**WHEREAS**, The responsible and responsive low bid was accepted, and the Contract was awarded to **BLD Services, LLC** in the amount of \$2,859,452.00 per R-090-2023; and,

**WHEREAS**, Change Order No. 1 represents; FCO 1 – The sewer main on 3700 Fourth St. was at a depth not expected, thus, 267 LF of 8" sewer main 6.1'-8.0' deep was added to the scope, FCO 2 – This change order will allow the contractor to perform a partial service repair on house service connections where the main is in good condition, but the service is collapsed up the line. Also, FCO 2 increases quantity for items already in the contract; water service replacement, and service lateral CCTV, due to overruns, FCO 3 – During construction, there were some sewer repairs that fell at depths that we did not have in the contract, thus the necessary items had to be added to the contract, FCO 4 – Due to unforeseen conditions during construction, new items were added to complete repairs at 3800 Fourth St, X-15 - Service Repair w/tie in at the existing wye connection and replacing the service, 3500 First St, X-16 - Sewer Point Repair Beyond 12 feet (8" at 0'-6.0'), 2600 S Tonti St, X-17 - Point Repair up to 12', 8" (12.1'-14'), and FCO 5 - Due to the change in restoration scope from interim pavement to full mill and overlay; the restoration quantities have exceeded the original contract quantity. This change order will increase the restoration quantities required to complete this contract; and,

**WHEREAS**, Change Order No. 2 represents; FCO 6 - Addition of two line segments (135-002/135-001, 135-001/134-022) as well as the necessary pay item to CCTV these segments, and Field Change Order 7 - Addition of sixty (60) days to this contract. Due to field conditions at the Five O Fore Golf site BLD was not able to access the sewer system to preform rehabilitation work. Days are also added to preform CCTV work on the sewer line at Erato St under the ACE Cash Express; and,

**WHEREAS**, Change Order No. 2, in the amount of \$0.16 brings the accumulated Contract change order total to \$732,795.16 or 25.6% percent of the original Contract value and adds 60 days to the contract time bringing the new total contract value to \$3,592,247.16 with an end date of February 1, 2025; and,

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 2 for Contract 30251 is hereby approved by the Sewerage and Water Board of New Orleans.

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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  
January 27, 2025.

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**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**

**Change Order**

**30251 - Carrollton Basin No. 10 Sewer Rehabilitation**

Approval to execute a change order between the Sewerage and Water Board and BLD Services, LLC in the amount of \$0.16

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION GOAL: 36%	
PRIME	SUBS	TARGET	ACTUAL (as of 12/19/24)
BLD Services, LLC	C&M Construction Group, Inc.	17.32%	45.00%
	Choice Supply Solutions, LLC	6.59%	3.09%
	Prince Dump Truck Service, LLC	12.13%	6.53%
Total		36.04%	54.62%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$2,859,452.00
Previous Change Orders	\$732,795.00
% Change of Contract To Date	25.63%
Value of Requested Change	\$0.16
% For This Change Order	0.00%
Has a NTP been Issued	Yes
<b>Total Contract Value</b>	<b>\$3,592,247.16</b>
% Total Change of Contract	25.63%
Original Contract Completion Date	12/3/2024
Previously Approved Extensions (Days)	0
Time Extension Requested (Days)	60
<b>Proposed Contract Completion Date</b>	<b>2/1/2025</b>

**Purpose and Scope of the Contract:**

*Contract 30251, as a part of the Carrollton Consent Decree from the EPA, consists of the rehabilitation of existing main line sanitary sewers via mainline cleaning and CCTV inspections, excavated point repairs, full length main line replacements, house connection service lateral replacements, full-length Cured-in-Place Pipe (CIPP) lining, service lateral Cured-in-Place Pipe (CIPP) lining and manhole rehabilitation. Work also includes associated interim and final pavement restoration.*

**Reason for Change:**

In Scope	Differing Site Condition	Regulatory Requirement
Design Change	Other _____	

*This Change Order No. 2 represents; FCO 6 - Addition of two line segments (135-002/135-001, 135-001/134-022) as well as the necessary pay item to CCTV these segments, and Field Change Order 7 - Addition of sixty (60) days to this contract. Due to field conditions at the Five O Fore Golf site BLD was not able to access the sewer system to preform rehabilitation work. Days are also added to preform CCTV work on the sewer line at Erato St under the ACE Cash Express.*

**Spending to Date:**

Cumulative Contract Amount (as of 12/27/2024)	\$2,859,452.00
Cumulative Contract Spending (as of 12/27/2024)	\$2,598,258.00

**Contractor's Past Performance:**

*BLD has an excellent work record for the Board.*

**PROCUREMENT INFORMATION**

Contract Type	Base Bid	Award Based On	Lowest Competitive Bid
Commodity	Public Works Construction	Contract Number	30251
Contractor Market	Public Bid		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.):	

**BUDGET INFORMATION**

Funding	317-08	Department	Networks Engineering
System	Sewer	Project Manager	Kevin Braxton
Job Number	30251WIF	Purchase Order #	PC2023 0002590

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System		\$ 0.16	WIFIA
Water System			
Drainage System			
<b>TOTAL</b>		\$ 0.16	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

\_\_\_\_\_  
**Kevin Braxton**  
**Principal Engineer**  
**Networks Engineering**

**RATIFICATION OF CHANGE ORDER NO. 3 FOR CONTRACT 30252 –  
CARROLLTON BASIN NO. 11 SEWER REHABILITATION BETWEEN THE  
SEWERAGE AND WATER BOARD OF NEW ORLEANS AND BLD  
SERVICES, LLC.**

**WHEREAS**, the Sewerage and Water Board of New Orleans advertised on July 31, 2023, according to public bid law, a Request for Bids for Contract 30252 – Carrollton Basin No. 11 Sewer Rehabilitation; and,

**WHEREAS**, Bids for contract 30252 were received on August 25, 2023; and these bids were evaluated, and the bid amounts were acceptable according to the Engineer's Opinion of Probable Cost; and

**WHEREAS**, The responsible and responsive low bid was accepted, and the Contract was awarded to BLD Services, LLC in the amount of \$4,083,468.00 per R-103-2023; and,

**WHEREAS**, Executive Change Order No. 1 represents FCO 1 - Completing drainage point repairs to alleviate conflicts with the sanitary sewer, and FCO 2 – Adding emergency repair at 1400 Audubon St to alleviate sewer house connection choke; and,

**WHEREAS**, Executive Change Order No. 2 represents FCO 3 – Increase existing bid items to complete scope of work on various blocks in the project; and,

**WHEREAS**, Change Order No. 3 represents FCO 4 and FCO 5 - Due to the change in restoration scope from interim pavement to full mill and overlay, the restoration quantities have exceeded the original contract quantity. Increase quantities of existing bid items to complete the required repairs on various blocks within the project area.

**WHEREAS**, Change Order No. 3, in the amount of \$1,842,581.15 brings the accumulated Contract change order total to \$2,168,170.150 or 53.1% percent of the original Contract value and adds 43 days bringing the new total contract value to \$6,251,638.15 with an end date of March 12, 2025; and,

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 3 for Contract 30252 is hereby approved by the Sewerage and Water Board of New Orleans.

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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  
January 27, 2025.

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**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**

**Change Order**

**30252 - Carrollton Basin No. 11 Sewer Rehabilitation**

Approval to execute a change order between the Sewerage and Water Board and BLD Services, LLC in the amount of \$1,842,581.15.

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION GOAL: 36%	
PRIME	SUBS	TARGET	ACTUAL (as of 12/19/24 )
<i>BLD Services, LLC</i>	<i>C&amp;M Construcion Group, LLC</i>	17.28%	60.04%
	<i>Cooper Contracting Group, LLC</i>	9.39%	7.04%
	<i>Prince Dump Truck Service, LLC</i>	4.81%	11.92%
	<i>Choice Supply Solutions, LLC</i>	5.08%	4.80%
Total		36.56%	83.80%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$4,083,468.00
Previous Change Orders	\$325,589.00
% Change of Contract To Date	7.97%
Value of Requested Change	\$1,842,581.15
% For This Change Order	41.79%
<i>Has a NTP been Issued</i>	<i>Yes</i>
<b>Total Contract Value</b>	<b>\$6,251,638.15</b>
% Total Change of Contract	53.10%
Original Contract Completion Date	9/13/2024
Previously Approved Extensions (Days)	137
Time Extension Requested (Days)	43
<b>Proposed Contract Completion Date</b>	<b>3/12/2025</b>

**Purpose and Scope of the Contract:**

*Contract 30252, as a part of the Carrollton Consent Decree from the EPA, consists of the rehabilitation of existing main line sanitary sewers via mainline cleaning and CCTV inspections, excavated point repairs, full length main line replacements, house connection service lateral replacements, full-length Cured-in-Place Pipe (CIPP) lining, service lateral Cured-in-Place Pipe (CIPP) lining and manhole rehabilitation. Work also includes associated interim and final pavement restoration.*

**Reason for Change:**

In Scope	Differing Site Condition	Regulatory Requirement
Design Change	Other _____	

*Due to the change in restoration scope from interim pavement to full mill and overlay; the restoration quantities have exceeded the original contract quantity. Increase quantities of existing bid items to complete the required repairs on various blocks within the project area.*

**Spending to Date:**

Cumulative Contract Amount (as of 10/27/2024)	\$4,277,953.00
Cumulative Contract Spending (as of 10/27/2024)	\$4,011,702.39

**Contractor's Past Performance:**

*BLD has an excellent work record for the Board.*

**PROCUREMENT INFORMATION**

Contract Type	Base Bid	Award Based On	Lowest Competitive Bid
Commodity	Public Works Construction	Contract Number	30252
Contractor Market	Public Bid		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.) :	19-Dec-24

**BUDGET INFORMATION**

Funding	317-08	Department	Networks Engineering
System	Sewer	Project Manager	Kevin Braxton
Job Number	30252WIF	Purchase Order #	PC2024 00000469

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System		\$ 1,842,581.15	WIFIA
Water System			
Drainage System			
<b>TOTAL</b>		\$ 1,842,581.15	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

\_\_\_\_\_  
**Kevin Braxton**  
**Principal Engineer**  
**Networks Engineering**

**RATIFICATION OF CHANGE ORDER NO. 1 FOR CONTRACT 30253 –  
CARROLLTON BASIN NO. 12 SEWER REHABILITATION BETWEEN THE  
SEWERAGE AND WATER BOARD OF NEW ORLEANS AND BLD  
SERVICES, LLC.**

**WHEREAS**, the Sewerage and Water Board of New Orleans advertised on August 24, 2023, according to public bid law, a Request for Bids for Contract 30252 – Carrollton Basin No. 11 Sewer Rehabilitation; and,

**WHEREAS**, Bids for contract 30253 were received on September 21, 2023; and these bids were evaluated, and the bid amounts were acceptable according to the Engineer's Opinion of Probable Cost; and

**WHEREAS**, The responsible and responsive low bid was accepted, and the Contract was awarded to BLD Services, LLC in the amount of \$2,789,212.00 per R-109-2023; and,

**WHEREAS**, Change Order No. 1 represents FCO 1 - Contractor performed a partial service repair on a house service connection where the main is in good condition, but the service is collapsed up the line, FCO 2 and FCO 3 – Increase restoration quantities due to the change in restoration scope from interim pavement to full mill and overlay; and,

**WHEREAS**, Change Order No. 1, in the amount of \$179,078.96 brings the accumulated Contract change order total to \$179,078.96 or 6.42% percent of the original Contract value and 98 days to the Contract bringing the new total contract value to \$2,968,290.96 with an end date of January 24, 2025; and,

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 1 for Contract 30253 is hereby approved by the Sewerage and Water Board of New Orleans.

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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  
January 27, 2025.

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**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**

**Change Order**

**30253 - Carrollton Basin No. 12 Sewer Rehabilitation**

Approval to execute a change order between the Sewerage and Water Board and BLD Services, LLC in the amount of \$179,078.96.

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION	
PRIME	SUBS	TARGET	ACTUAL
<i>BLD Services, LLC</i>	<i>C&amp;M Construcion Group, LLC</i>	20.70%	23.98%
	<i>Cooper Contracting Group, LLC</i>	9.52%	13.06%
	<i>Prince Dump Truck Service, LLC</i>	2.76%	2.66%
	<i>Choice Supply Solutions, LLC</i>	3.07%	1.12%
Total		36.05%	40.82%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$2,789,212.00
Previous Change Orders	\$0.00
% Change of Contract To Date	0.00%
Value of Requested Change	\$179,078.96
% For This Change Order	6.42%
<i>Has a NTP been Issued</i>	<i>Yes</i>
<b>Total Contract Value</b>	<b>\$2,968,290.96</b>
% Total Change of Contract	6.42%
Original Contract Completion Date	10/18/2024
Previously Approved Extensions (Days)	0
Time Extension Requested (Days)	98
<b>Proposed Contract Completion Date</b>	<b>1/24/2025</b>

**Purpose and Scope of the Contract:**

*Contract 30253, as a part of the Carrollton Consent Decree from the EPA, consists of the rehabilitation of existing main line sanitary sewers via mainline cleaning and CCTV inspections, excavated point repairs, full length main line replacements, house connection service lateral replacements, full-length Cured-in-Place Pipe (CIPP) lining, service lateral Cured-in-Place Pipe (CIPP) lining and manhole rehabilitation. Work also includes associated interim and final pavement restoration.*

**Reason for Change:**

In Scope	Differing Site Condition	Regulatory Requirement
Design Change	Other _____	

*This Change Order comprises FCO's 1, 2, and 3 to increase restoration quantities due to the change in restoration scope from interim pavement to full mill and overlay.*

**Spending to Date:**

Cumulative Contract Amount (as of 12/27/2024)	\$2,789,212.00
Cumulative Contract Spending (as of 12/27/2024)	\$2,578,324.18

**Contractor's Past Performance:**

*BLD has an excellent work record for the Board.*

**PROCUREMENT INFORMATION**

Contract Type	Base Bid	Award Based On	Lowest Competitive Bid
Commodity	Public Works Construction	Contract Number	30253
Contractor Market	Public Bid		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.) :	19-Dec-24

**BUDGET INFORMATION**

Funding	317-08	Department	Networks Engineering
System	Sewer	Project Manager	Kevin Braxton
Job Number	30253WIF	Purchase Order #	PC2024 0001369

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System		\$ 179,078.96	WIFIA
Water System			
Drainage System			
<b>TOTAL</b>		\$ 179,078.96	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

\_\_\_\_\_  
**Kevin Braxton**  
**Principal Engineer**  
**Networks Engineering**

**RATIFICATION OF CHANGE ORDER NO. 2 FOR CONTRACT 30254 –  
CARROLLTON BASIN NO. 13 SEWER REHABILITATION BETWEEN THE  
SEWERAGE AND WATER BOARD OF NEW ORLEANS AND BLD  
SERVICES, LLC.**

**WHEREAS**, the Sewerage and Water Board of New Orleans advertised on August 18, 2023, according to public bid law, a Request for Bids for Contract 30254 – Carrollton Basin No. 13 Sewer Rehabilitation; and,

**WHEREAS**, Bids for contract 30254 were received on September 14, 2023; and these bids were evaluated, and the bid amounts were acceptable according to the Engineer's Opinion of Probable Cost; and

**WHEREAS**, The responsible and responsive low bid was accepted, and the Contract was awarded to BLD Services, LLC in the amount of \$4,373,468.00 per R-110-2023; and,

**WHEREAS**, Change Order No. 1 represents FCO 1 - Partial service repair on a house service connection where the main is in good condition, but the service is collapsed up the line., FCO 2 – Adding new items to complete sewer repairs due to existing sewer being at a lower elevation than expected and resolving a conflict with a storm drain, and FCO 3 - Move the following segments 032-001/033-042 (1500 Dante St.), 033-039/033-037 (1600 Dante St.), 033-037/033-036 (1700 Dante St.), 033-036/033-035 (1800 Dante St.) in the Carrollton Basin from RR067 to 30254 to help meet the consent decree milestone. Also, FCO 3 adds six new pay items to complete the repairs along Dante Street. X10-Initial Bypass Setup and Removal, X11- Initial Bypass Operation, X12-Reset Bypass Setup, X13-Reset Bypass Operation, X14-Sewer Main Cleaning/CCTV (21”), X15-Pipe Liner (CIPP, 21”); and,

**WHEREAS**, Change Order No. 2 represents FCO 4 - Increase the quantity of nine existing pay items due to the change in scope of restoration work. Increase the quantity of two existing pay items to complete the repairs along Dante Street. Increase the quantity of three existing pay items for waterline repairs due to leaks encountered in the field.

**WHEREAS**, Change Order No. 2, in the amount of \$1,325,964.50 brings the accumulated Contract change order total to \$2,639,846.82 or 64.36% percent of the original Contract value and adds 90 days to the Contract bringing the new total contract value to \$7,013,314.82 with and end date of March 1, 2025; and,

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 2 for Contract 30254 is hereby approved by the Sewerage and Water Board of New Orleans.

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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  
January 27, 2025.

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**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**

**Change Order**

**30254 - Carrollton Basin No. 13 Sewer Rehabilitation**

Approval to execute a change order between the Sewerage and Water Board and BLD Services, LLC in the amount of \$1,325,964.50.

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION GOAL: 36%	
PRIME	SUBS	TARGET	ACTUAL (as of 12/19/24)
<i>BLD Services, LLC</i>	<i>C&amp;M Construction Group, Inc.</i>	29.26%	26.91%
	<i>Choice Supply Solutions, LLC</i>	1.21%	5.10%
	<i>Cooper Contracting Group, LLC</i>	5.61%	17.55%
Total		36.08%	49.56%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$4,373,468.00
Previous Change Orders	\$1,313,882.32
% Change of Contract To Date	30.04%
Value of Requested Change	\$1,325,964.50
% For This Change Order	23.31%
<i>Has a NTP been Issued</i>	<i>Yes</i>
<b>Total Contract Value</b>	<b>\$7,013,314.82</b>
% Total Change of Contract	60.36%
Original Contract Completion Date	12/1/2024
Previously Approved Extensions (Days)	0
Time Extension Requested (Days)	90
<b>Proposed Contract Completion Date</b>	<b>3/1/2025</b>

**Purpose and Scope of the Contract:**

*Contract 30254, as a part of the Carrollton Consent Decree from the EPA, consists of the rehabilitation of existing main line sanitary sewers via mainline cleaning and CCTV inspections, excavated point repairs, full length main line replacements, house connection service lateral replacements, full-length Cured-in-Place Pipe (CIPP) lining, service lateral Cured-in-Place Pipe (CIPP) lining and manhole rehabilitation. Work also includes associated interim and final pavement restoration.*

**Reason for Change:**

In Scope	Differing Site Condition	Regulatory Requirement
Design Change	Other _____	

*This Change represents FCO 4 - Increase the quantity of nine existing pay items due to the change in scope of restoration work. Increase the quantity of two existing pay items to complete the repairs along Dante Street. Increase the quantity of three existing pay items for waterline repairs. Decrease the quantity of six existing pay items due to change in scope of work.*

**Spending to Date:**

Cumulative Contract Amount (as of 12/27/2024)	\$5,687,367.89
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umulative Contract Spending (as of 12/27/2024)	\$4,330,525.34
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**Contractor's Past Performance:**

*BLD has an excellent work record for the Board.*

**PROCUREMENT INFORMATION**

Contract Type	Base Bid	Award Based On	Lowest Competitive Bid
Commodity	Public Works Construction	Contract Number	30254
Contractor Market	Public Bid		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.) :	19-Dec-24

**BUDGET INFORMATION**

Funding	317-08	Department	Networks Engineering
System	Sewer	Project Manager	Kevin Braxton
Job Number	30254WIF	Purchase Order #	PC2024 0000716

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System		\$ 1,325,964.50	WIFIA
Water System			
Drainage System			
<b>TOTAL</b>		\$ 1,325,964.50	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

\_\_\_\_\_  
**Kevin Braxton**  
**Principal Engineer**  
**Networks Engineering**

**RATIFICATION OF CHANGE ORDER NO. 7 FOR CONTRACT 1415 – WEST POWER COMPLEX FOUNDATIONS AND UNDERGROUND PACKAGE BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND M.R. PITTMAN GROUP, LLC.**

**WHEREAS**, on April 28, 2023, the Sewerage and Water Board (Board) entered into Contract 1415 with M.R. Pittman Group, LLC (MRPG) in the amount of \$33,622,255.00 for the construction of West Power Complex Foundations and Underground Package at the Carrollton Water Plant; and

**WHEREAS**, the Executive Director, by Executive Director's Approval of Change Order ED-025-2023, approved five Field Change Orders (FCO). FCO-001, FCO-002, FCO-003, and FCO-004 each resulted in a credit to the Contract by reducing dynamic pile testing requirements, extending tax exempt status to the Contractor for materials purchases, changing the materials of conduits, and removing the Special Inspection services required of the Contractor. FCO-005 required the Contractor to perform additional exploratory work. These Changes collectively reduced the Contract Amount by \$1,147,755.43, for a revised Contract Amount of \$32,474,499.57; and

**WHEREAS**, the Executive Director, by Executive Director's Approval of Change Order ED-003-2024, approved seven Field Change Orders (FCO-006 through FCO-012). These changes included additional cathodic protection for fuel oil piping, additional duct bank support piles, a relocation of a static test pile, a retest of a static test pile, additional restrikes for test piles, resolving underground obstructions, and a change to the retaining wall. These changes collectively increased the Contract Amount by \$557,188.12, for a revised contract Amount of \$33,065,066.88; and

**WHEREAS**, the Board of Directors, by Resolution R-037-2024, approved Change Order 3 which included four FCOs: FCO-013, FCO-014, FCO-015, and FCO-016. To help achieve the goal of commissioning the new Power Complex by Hurricane Season of 2025, staff took steps to expedite the multiple construction projects. Notably, the equipment purchases were solicited as separate purchases ahead of the construction project. However, from a design standpoint, this method posed challenges, requiring the foundation package to be designed prior to the final equipment layouts being delivered by the equipment manufacturers. FCO-013 addresses some of the changes required to the foundations, including additional piles, manholes, piping and other items. FCO-014 modified a design to a siphon to accommodate existing conditions. FCO-015 modified the length of the piles for the Operations Center Building to align with the results of the test piles performed by Contract 1415. FCO-016 increased the size of the Generator Step-Up Transformer Foundation to align with the final equipment submittal.

**WHEREAS**, the Board of Directors, by Resolution R-063-2024, approved Change Order 4 which included one FCO; FCO-017, for additional supports and piles already driven and purchased for electrical manholes which increased the quantities from the Unit Price Bid Form. Change Order 4 increased the Contract Amount by \$1,923,192.27 for a revised Contract Amount of \$34,988,259.15; and

**WHEREAS**, the Board of Directors, by Resolution R-109-2024, approved Change Order 5 which included eight FCOs; FCO-018 through FCO-025, for changes including a credit for reducing the pile lengths for the Operations Center, removing the Operations Center parking lot from this scope of work, changes to the electrical duct banks and cable trays that were part of design changes from the equipment details that were not finalized until after construction documents were issued, various changes to the drainage system in the area, and adding a valve to the water line being added in the Contract. Change Order 5 increased the Contract Amount by \$1,039,614.92 for a revised Contract Amount of \$36,262,917.86; and

**WHEREAS**, the Board of Directors, by Resolution R-151-2024 approved Change Order 6 which included seven FCOs: FCO-026 through FCO-32, for changes including a thermal control plan for the concrete pour for the CTG Foundation, a drainage line conflict, increasing the work hours to meet interim milestones, adjusting steel embed plates, adding preformed joint filler in sections of the foundations, addressing conflicts in the field which impacted the installation of drainage pipes, and revising the retaining wall guardrail after the redesign of the wall. Change Order 6 increased the Contract Amount by \$323,157.43 for a revised Contract Amount of \$36,586,075.28; and,

**WHEREAS**, this Change Order 7 includes four FCOs. FCO-033 revised the pile cap design on two pile caps to accommodate the steel platform that was adjusted for construction. FCO-034 raised the existing drainage manholes to match the final grading elevations of the site. FCO-035 added the installation of concrete equipment pads for the Fuel Gas compressor. FCO-036 adjusted the concrete requirements of the CTG Foundation to reduce the risk of cracks or fractures. This Change Order increased the Contract Amount by \$125,362.95 for a revised Contract Amount of \$36,711,438.24, bringing the total Change Order amount to \$3,089,183.24, or 9.2% of the Original Contract Amount. This Change Order also adds 53 days to the Contract Times, moving the required Substantial Completion date to January 10, 2025.

**NOW THEREFORE BE IT RESOLVED**, Change Order 7 for Contract 1415 is hereby ratified by the Sewerage and Water Board of New Orleans increasing the Contract Amount by \$125,362.95, bringing the Contract total to \$36,711,438.24.

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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  
January 27, 2025.

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**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 CHANGE ORDER 7**

**CONTRACT 1415 - WEST POWER COMPLEX FOUNDATION AND UNDERGROUND PACKAGE**

Approval to modify contract 1415, between the Sewerage and Water Board and M.R. Pittman Group, in the amount of \$125,362.95

**CONTRACTOR/SUB/VENDOR INFORMATION**

		DBE PARTICIPATION	
PRIME	SUBS	TARGET	ACTUAL
<i>M.R. Pittman Group, LLC</i>	<i>Bayou Concrete Pumping, LLC</i>	1.40%	0.80%
	<i>The Beta Group</i>	1.30%	0.00%
	<i>Gainey's</i>	0.70%	0.02%
	<i>Landrieu Concrete &amp; Cement Industries</i>	5.20%	3.00%
	<i>SSE Steel Fabrication</i>	19.90%	19.40%
	<i>The Three C's Properties, Inc.</i>	7.60%	1.30%
Total		36.10%	24.52%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$33,622,255.00
Previous Change Orders	\$2,963,820.29
% Change of Contract To Date	8.8%
Value of Requested Change	\$125,362.95
% For This Change Order	0.4%
<i>Has a NTP been Issued</i>	<i>Yes</i>
<b>Total Revised Contract Value</b>	<b>\$36,711,438.24</b>
% Total Change of Contract	9.2%
Original Contract Completion Date	5/30/2024
Previously Approved Extensions (Days)	172
Time Extension Requested (Days)	53
<b>Proposed Contract Completion Date</b>	<b>1/10/2025</b>

**Purpose and Scope of the Contract:**

*Contract 1415 consists of the piles, ductbanks, and foundations for Phase 1 of the Carrollton Water Treatment Plant's new Power Complex to accommodate the installation of the new CTG7, Static Frequency Changers, Operations Ceneter, and all auxilliary equipment.*

**Reason for Change:**

Error/Omission <input type="checkbox"/>	Differing Site Condition <input checked="" type="checkbox"/>	Regulatory Requirement <input type="checkbox"/>
Design Change <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	

FCO-033 - SFC Pile Cap 46 & 49 Changes - \$2060.11: *The change is for revising the pile cap design on two pile caps, Pile Caps 46 and 49. The change is needed to accommodate the steel platform that had to be adjusted slightly for construction on a separate contract. The pile caps had there size and reinforcing steel quantity modified to accommodate the steel platform leading to an increase in concrete and reinforcing steel needed for the pile caps.*

FCO-034 - Raise Existing Manholes and Revise Final Site Grading - \$28,229.78: The change is for raising the existing SWBNO manholes to match the final grading elevations of the contract. The final site grading has also been revised as a result to better match the requirements around the new raised elevations of the existing manholes.

FCO-035 - FGC Equipment Pads - \$42,681.27: The change is for installing concrete equipment pads for the Fuel Gas Compressor (FGC). The equipment pads were needed because existing CTG foundation is sloped 1.5" and the FGC equipment needs to have a completely flat surface. The FGC equipment pads were installed at a height of 1.5" and are completely flat to accommodate the FGC equipment manufacturer's equipment pad flatness requirements.

FCO-036 - CTG Mass Concrete Execution - \$52,391.79: The change is from designating the CTG foundation as a mass concrete structure. The reason for this change is because the CTG foundation is a large structure and designating the structure as mass concrete imposes strict temperature control requirements in accordance with the American Concrete Institute (ACI). The strict temperature controls required by the ACI for structures designated as mass concrete help ensure that the concrete structure will not experience any cracks or fractures that can be experienced from large internal temperature changes during the concrete placement and curing processes.

☐

**Spending to Date:**

Cumulative Contract Amount (as of 11/06/2024)	\$36,586,075.29
Cumulative Contract Spending (as of 12/16/2024)	\$33,812,507.49

**Contractor's Past Performance:**

Contractor performance has been satisfactory.

**PROCUREMENT INFORMATION**

<b>Contract Type</b>	Base Bid	<b>Award Based On</b>	Lowest Competitive Bid
<b>Commodity</b>	Public Works Construction	<b>Contract Number</b>	1415
<b>Contractor Market</b>	Public Bid with DBE participation		
<b>Compliance with Procurement Laws?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>CMRC Date (if nec.) :</b>	1/9/2025

**BUDGET INFORMATION**

<b>Funding</b>	Drainage Tax Bonds	<b>Department</b>	Mechanical Engineering
<b>System</b>	CP 676-16	<b>Project Manager</b>	Chris Bergeron
<b>Job Number</b>	11415	<b>Purchase Order #</b>	PC2023 0001562

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System	100%		
Water System			
Drainage System		\$ 125,362.95	
<b>TOTAL</b>		\$ 125,362.95	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

**Chris Bergeron**  
**Engineering Division Manager**  
**Mechanical Engineering**

**RATIFICATION OF CHANGE ORDER NO. 2 FOR CONTRACT 8171 – REPAVING OPEN CUTS IN STREETS, DRIVEWAYS, AND SIDEWALKS RESULTING FROM THE SEWERAGE AND WATER BOARD OF NEW ORLEANS UNDERGROUND UTILITY REPAIRS BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND FLEMING CONSTRUCTION COMPANY, LLC.**

**WHEREAS**, the Sewerage and Water Board of New Orleans (“Board”) entered into Contract No. 8171 on May 9, 2024 (R-036-2024) with Fleming Construction Co., LLC in the amount of \$2,277,750.00; and

**WHEREAS**, the base contract was for one year plus two one-year renewal periods, approved at the discretion of the “Board”; and

**WHEREAS**, one change order has been submitted to date, within resolution R-164-2024; and

**WHEREAS**, the “Board” staff requested the contractor to increase efforts to reduce the number of outstanding service cuts; and

**WHEREAS**, the contractor’s quantity of completed service cuts has resulted in the early completion of the base contract and change order #01; and

**WHEREAS**, the quantity of completed work has reached the contract authority; and

**WHEREAS**, the “Board” has no additional contracts currently available for the purpose of repaving; and

**WHEREAS**, the “Board” staff desire to utilize additional funds, from the 2025 O&M budget, in an effort to further reduce the paving backlog; and

**WHEREAS**, the quantity of unpaved service cuts have a negative impact of the quality of life for the New Orleans residents; and

**WHEREAS**, the contractor’s additional completed pavement restorations will benefit the quality of life of New Orleans residents; and

**WHEREAS**, the contractor, Fleming Construction Co., LLC, desires to execute the second change order for Contract 8171 – Repaving Open Cuts in Driveways and Sidewalks Resulting from the Sewerage and Water Board of New Orleans Underground Utility Repairs; and

**WHEREAS**, the DBE participation for this project is 36% and the participation through December 2024 is 65.05%; and

**WHEREAS**, this change order in the amount of \$2,896,000.00 will not extend the contract and bring the total contract amount to \$5,855,750.00, and funds for this project are included in the 2025 Operations and Maintenance Budget under ORG code 6620/6621 and OBJ code 4407/4409; and

**NOW, THEREFORE, BE IT RESOLVED**, that the request of Fleming Construction Co., LLC. to execute the second change order of Contract 8171 - Repaving Open Cuts in Streets, Driveways, and Sidewalks Resulting from the Sewerage and Water Board Underground Utility Repairs is hereby approved.

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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  
January 27, 2025.

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**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 8171 CHANGE ORDER #02**

CONTRACT 8171 – REPAVING OPEN CUTS IN DRIVEWAYS AND SIDEWALKS RESULTING FROM THE REPAIR TO THE SEWERAGE AND WATER BOARD OF NEW ORLEANS UNDERGROUND UTILITIES.

Approval to modify contract 8171, between the Sewerage and Water Board and Fleming Construction Co., L.L.C. in the amount of \$2,896,000.00

**CONTRACTOR/SUB/VENDOR INFORMATION**

DBE PARTICIPATION GOAL: 36%			
PRIME	SUBS	TARGET	ACTUAL (as of 12/2/24)
Fleming Construction Co., L.L.C.	F.P. Richard Construction, LLC	19.80%	54.47%
	Dieudonne Enterprises, Inc.	17.60%	10.57%
Total		37.40%	65.05%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$2,277,750.00
Previous Change Orders	\$682,000.00
% Change of Contract To Date	29.9%
Value of Requested Change	\$2,896,000.00
% For This Change Order	127.1%
Has a NTP been Issued	Yes
<b>Total Revised Contract Value</b>	<b>\$5,855,750.00</b>
% Total Change of Contract	157.1%
Original Contract Completion Date	5/9/2025
Previously Approved Extensions (Days)	0
Time Extension Requested (Days)	0
<b>Proposed Contract Completion Date</b>	<b>5/9/2025</b>

**Purpose and Scope of the Contract:**

Repaving open cuts in streets, driveways, and sidewalks resulting from the repair to the Sewerage and Water Board of New Orleans underground utilities.

**Reason for Change:**

Error/Omission <input type="checkbox"/>	Differing Site Condition <input type="checkbox"/>	Regulatory Requirement <input type="checkbox"/>
Design Change <input type="checkbox"/>	Other <input checked="" type="checkbox"/> Change Order	

The reason for this change is to allow the contractor, Fleming Construction Co., L.L.C., to complete additional aging work orders, in an effort to further reduce the paving backlog.

**Spending to Date:**

Cumulative Contract Amount (as of 1/3/2025)	\$2,959,750.00
Cumulative Contract Expenditures (as of 1/3/2025)	\$2,277,473.52



**Contractor's Past Performance:**

*The contractor's performance has been satisfactory to date.*

**PROCUREMENT INFORMATION**

Contract Type	Fixed Unit Rate	Award Based On	Lowest Competitive Bid
Commodity	Construction Services	Contract Number	8171
Contractor Market	Open Market with DBE participation		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.) :	

**BUDGET INFORMATION**

Funding	O&M 6620/4409 & 6621/4407	Department	Networks
System	Water & Sewer	Project Manager	Britton Husby
Job Number	N/A	Purchase Order #	PC2024 0001253

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System	55	\$1,600,000.00	No
Water System	45	\$1,296,000.00	No
Drainage System			
<b>TOTAL</b>	100	\$ 2,896,000.00	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

\_\_\_\_\_  
**Ashraf Abdelbaqi, P.E**  
**Chief of Networks**

**AUTHORIZATION OF FINAL ACCEPTANCE OF CONTRACT 8166 – REPAVING OPEN CUTS IN DRIVEWAYS AND SIDEWALKS RESULTING FROM THE REPAIR TO THE SEWERAGE AND WATER BOARD UNDERGROUND UTILITIES BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND WALLACE DRENNAN, INC.**

**WHEREAS**, on February 16, 2022, by Resolution R-026-2022, the Sewerage and Water Board of New Orleans awarded Contract 8166 to Wallace C. Drennan, INC in the amount of \$1,247,050.00 for Repaving Open Cuts in Driveways and Sidewalks Resulting from the Repair to the Sewerage and Water Board of New Orleans Underground Utilities; and

**WHEREAS**, Due to contract renewals and change orders provided by special funding from IAB, Contract 8166 increased in value by \$2,734,100.00, 219.20% of the original Contract Value, bringing the cumulative value of the contract to \$3,981,150.00; and

**WHEREAS**, the DBE participation for this project is 36% and the participation achieved on this contract is 41.5%; and,

**WHEREAS**, the General Superintendent in his report has deemed the contract Complete and recommended that the contract receive Final Acceptance;

**NOW, THEREFORE, BE IT RESOLVED**, by the Sewerage and Water Board of New Orleans, that the recommendation of the General Superintendent to reconcile and authorize final acceptance of Contract 8166 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  
January 27, 2025.

---

**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**

**Final Acceptance of Contract 8166**

CONTRACT 8166 – REPAVING OPEN CUTS IN DRIVEWAYS AND SIDEWALKS RESULTING FROM THE REPAIR TO THE SEWERAGE AND WATER BOARD OF NEW ORLEANS UNDERGROUND UTILITIES.

Final Acceptance of Contract 8166 between the Sewerage and Water Board and Wallace C. Drennan, INC.

**CONTRACTOR/SUB/VENDOR INFORMATION**

DBE PARTICIPATION GOAL: 36%			
PRIME	SUBS	TARGET	ACTUAL (as of 12/9/24)
<i>Wallace C. Drennan, Inc.</i>	<i>C&amp;M Construction Group, LLC</i>	36.00%	41.50%
Total		36.00%	41.50%

**DESCRIPTION AND PURPOSE**

Original Contract Value	\$1,247,050.00
Previous Renewals	\$2,494,100.00
Previous Change Orders	\$240,000.00
% Change of Contract To Date	19.25%
% For This Change Order	N/A
<i>Has a NTP been Issued</i>	<i>Yes</i>
<b>Total Revised Contract Value</b>	<b>\$3,981,150.00</b>
% Total Change of Contract	219.2%
Original Contract Completion Date	4/20/2023
Previously Approved Extensions (Days)	730
Time Extension Requested (Days)	0
<b>Proposed Contract Completion Date</b>	<b>4/19/2025</b>

**Purpose and Scope of the Contract:**

Repairing open cuts in driveways and sidewalks resulting from the repair to the Sewerage and Water Board of New Orleans Underground Utilities.

**Reason for Change:**

Error/Omission <input type="checkbox"/>	Differing Site Condition <input type="checkbox"/>	Regulatory Requirement <input type="checkbox"/>
Design Change <input type="checkbox"/>	Other <input type="checkbox"/> Change Order <input type="checkbox"/>	

N/A

**Spending to Date:**

Cumulative Contract Amount (as of 12/9/2024)	\$3,981,150.00
Cumulative Contract Expenditures (as of 12/9/2024)	\$3,980,525.05

**Contractor's Past Performance:**

The contractor's performance has been satisfactory to date.

**PROCUREMENT INFORMATION**

Contract Type	Fixed Unit Rate	Award Based On	Lowest Competitive Bid
Commodity	Construction Services	Contract Number	8166
Contractor Market	Open Market with DBE participation		
Compliance with Procurement Laws?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CMRC Date (if nec.) :	

**BUDGET INFORMATION**

Funding	O&M 6620/4409 and O&M 6621/4407	Department	Networks
System	Water&Sewer	Project Manager	Britton Husby
Job Number	N/A	Purchase Order #	0001456 PC2024

**ESTIMATED FUND SOURCE**

User	Share%	Dollar Amount	Reimbursable?
Sewer System	50	\$1,990,575.00	
Water System	50	\$1,990,575.00	
Drainage System			
<b>TOTAL</b>		\$ 3,981,150.00	

I certify that this contract action complies with all Sewerage and Water Board procurement policies and guidance, ethics rules and meets necessary regulatory requirements, including compliance with financing sources.

**Ashraf Abdelbaqi, P.E**  
**Chief of Networks**

## EXECUTIVE SUMMARY – November 2024

A summary analysis of the financial results and other performance goals follows for your further review.

All Systems (in millions)	November MTD Actual	November MTD Budget	Variance MTD	November YTD Actual	November YTD Budget	Variance YTD	Annual Budget
Operating Revenues¹	\$19.0	\$23.9	(\$4.9)	\$236.4	\$262.5	(\$26.1)	\$286.4
Drainage Taxes	\$1.7	\$1.4	\$0.3	\$68.0	\$69.0	(\$1.1)	\$70.4
Other Revenues	\$1.8	\$0.3	\$1.6	\$17.1	\$3.0	\$14.1	\$3.3
Operating Expenditures	\$23.2	\$33.5	\$10.3	\$298.1	\$368.3	\$70.3	\$370.6

¹ Reduced by Customer Credits of \$36.6m (YTD Nov. 2024)

### System Revenues Less Adjusted Expenses (November 2024):

Revenues	Actual (MTD)	Budget (MTD)	Actual (YTD)	Budget (YTD)	Actual YTD as % of Budget YTD	Prior Year Actual (MTD)	Prior Year Actual (YTD)
Water Service	5,444,427	10,596,449	95,296,566	116,560,938	82%	9,692,843	112,039,345
Sewer Service	12,922,804	13,173,233	136,027,658	144,905,561	94%	11,504,111	137,881,581
Non Operating Revenue	3,523,142	1,682,298	85,122,369	72,037,402	118%	2,007,403	91,516,182
Misc Revenues	596,543	95,694	5,113,613	1,052,631	486%	493,866	4,944,391
Total Revenues	\$22,486,916	\$25,547,674	\$321,560,206	\$334,556,532	96%	\$23,698,222	\$346,381,499
<b>Operating Expenses</b>							
Water Service	7,812,645	11,992,051	101,275,279	131,912,563	77%	8,078,860	99,906,656
Sewer Service	8,986,429	14,338,293	120,942,598	157,721,227	77%	13,253,423	127,675,401
Drainage Service	6,380,826	7,154,408	75,855,592	71,544,084	106%	6,652,362	73,373,797
Total Expenses	\$23,179,900	\$33,484,753	\$298,073,469	\$361,177,875	83%	\$27,984,646	\$300,955,853
Interest Expense	1,121,042	1,892,504	16,033,825	19,751,057	81%	1,162,652	16,743,099
Revenues less Expenses	(1,814,026)	(9,829,583)	7,452,912	(46,372,400)	-16%	(5,449,075)	28,682,547
Non-Cash Expenses	7,856,233	9,792,186	85,954,384	107,714,050	80%	7,224,865	94,939,490
Revenues less Adjusted Expenses	\$6,042,207	(\$37,397)	\$93,407,296	\$61,341,650	152%	1,775,790	\$123,622,037

## Cash Collections

### Monthly Cash Collected (Water and Sewer)

#### **2024:**

January	\$21,800,451
February	\$22,356,111
March	\$22,498,200
April	\$21,365,251
May	\$23,002,385
June	\$19,056,321
July	\$21,813,872
August	\$20,843,752
September	\$19,240,503
October	\$24,296,763
<b>November</b>	<b>\$18,798,774</b>
<b>December</b>	<b>\$20,227,233</b>

**2024 – Monthly Average to date - \$21,274,968**

#### 2023:

January	\$16,387,136
February	\$20,318,169
March	\$23,820,062
April	\$19,716,252
May	\$24,651,764
June	\$20,607,619
July	\$21,880,042
August	\$24,528,532
September	\$22,326,046
October	\$23,503,189
November	\$21,592,551
December	\$19,855,757

2023 - Monthly Average - \$21,598,927

2022 - Monthly Average - \$22,490,198

## HGI High Bill Investigation Unit

### September 6 (inception) to present (Based on Cogsdale CSM)

- Decisions Rendered: A total of 6,844 decisions
  - HGI Total Credit Value: \$12.9m
    - Inclusive of open bills from 2024 and earlier periods
  - All Customer credits in total for FY23 \$20.6m, FY22 \$15.2m
    - YTD November 2024 - \$36.6m
- Arbitration Requests: 69 cases – \$1.7m (inception to 12/7/2024)

## Customer Receivables – 11/30/2024

### Total Receivables Breakdown

\$	33,219,690	open invoice aged < 60 days
\$	63,634,550	open invoice aged > 60 days
\$	22,776,798	closed accounts
\$	119,631,038	Customer Receivables
\$	(105,125,389)	less allowance for doubtful accounts
\$	14,505,649	Customer Receivables, net of allowance

# Past Due Customers

## CUSTOMER ACCOUNT AGING REPORT

As of November 30, 2024

	DELINQUENT ACTIVE ACCOUNTS*	PAST DUE \$ AMOUNT (60+ DAYS)	\$ CHANGE FROM PRIOR MONTH	% CHANGE FROM PRIOR MONTH
Residential	21,078	38,646,238	(2,038,817)	-5%
Multi-Family	746	7,036,406	(645,507)	-8%
Commercial	1,591	17,951,906	540,565	3%
TOTALS	23,415	\$63,634,550	(\$2,143,760)	-3%

# Customer Arrearages by Size and Customer Class

November 2024

Aged > 60 Days Past Due Balances by Size															
	>\$50 and <\$500			> \$500 - <\$1,500			> \$1,500 < \$2,500			>\$2500			Total		
	\$	Meter count	Promise Pay	\$	Meter count	Promise Pay	\$	Meter count	Promise Pay	\$	Meter count	Promise Pay	\$	Meter count	Promise Pay
Residential	\$ 1,795,036	8,002	2,978	\$ 5,768,634	6,278	4,509	\$ 5,221,338	2,674	2,099	\$ 25,861,230	4,124	2,701	\$ 38,646,238	21,078	12,287
Multi-Family	\$ 37,147	178	37	\$ 143,615	157	73	\$ 137,497	71	38	\$ 6,718,147	340	89	\$ 7,036,406	746	237
Commercial	\$ 92,277	422	44	\$ 284,952	304	80	\$ 350,253	177	69	\$ 17,224,653	688	208	\$ 17,951,906	1,591	401
Total	\$ 1,924,460	8,602	3,059	\$ 6,197,201	6,739	4,662	\$ 5,709,089	2,922	2,206	\$ 49,804,030	5,152	2,998	\$ 63,634,550	23,415	12,925



## Monthly Financial Dashboard

	November 30, 2024			November 30, 2023		
	Water	Sewer	Drainage	Water	Sewer	Drainage
1 Operating Revenues	\$5,444,427	\$12,922,804		\$9,692,843	\$11,504,111	
2 Revenues per Active account	\$39	\$93		\$69	\$82	
3 Cash Collections	\$8,111,519	\$16,185,244		\$10,828,636	\$12,674,552	
4 Drainage Tax & Other revenues			\$735,012			\$129,945
5 Operating & Maintenance Expenses	\$7,812,645	\$8,986,429	\$6,380,826	\$8,078,860	\$13,253,423	\$6,652,362
6 O&M cost per Active account	\$56	\$65	\$46	\$58	\$94	\$47
7 Cash, Cash Equivalents and Funds on Deposit	\$51,024,124	\$39,049,549	\$44,979,321	\$62,764,937	\$75,199,750	\$38,260,790
Liquidity						
8 Current ratio (current assets/current liabilities)	1.4	2.4	3.7	1.6	4.3	2.8
9 Days cash on hand (>90 days required)	176	125	n/a	188¹	161¹	n/a
				¹ - as of last month		
Leverage						
10 Debt (bonds)	\$210,847,569	\$369,338,923	\$213,212,131	\$217,888,010	\$330,136,790	\$45,000,000
11 Budgeted Debt Service Coverage (>1.25 required)	1.90	1.98	n/a	3.89²	2.60²	n/a
12 Total Assets	1,086,757,580	\$1,452,848,124	\$1,926,288,190	\$1,045,465,906	\$1,374,853,518	\$1,858,510,494
13 Net Position	\$705,017,117	\$946,926,698	\$1,503,512,888	\$661,938,306	\$918,088,689	\$1,432,046,747
14 Leverage (total debt/ total assets)	19%	25%	11%	21%	24%	2%
15 Debt/ net position	30%	39%	14%	33%	36%	3%
16 Long term debt per Active Accounts	\$1,514	\$2,652	\$1,531	\$1,553	\$2,353	\$321
² - as of 2023 ACFR						
Receivables		Water / Sewer		Water / Sewer		
17 Customer Receivables, net of allowance		\$14,505,649		\$20,251,232		
18 Active Customer Receivables past due > 60 Days		\$63,634,550		\$55,857,362		
19 Average Customer Balance past due >60 Days		\$2,718		\$2,304		
20 Uncollected Ratio (1-(cash collections/revenues)) - last 12 mos		1.0%		3.7%		
21 Total Number of Active Accounts		139,291		140,302		
22 Total Number of Delinquent Active Accounts		23,414		24,242		
23 Total Number of New Payment Plans		254		1,563		
24 Total Number of Disconnect Notices Sent		6,743		7,948		
25 Total Number of Disconnects		1,090		1,150		

## Debt Obligations

As of November 30, 2024

	Water	Sewer	Drainage	Total
Debt Outstanding:				
Revenue Bonds*	\$ 209,165,000	\$ 258,065,000	\$	\$ 467,230,000
Limited Tax Bonds			\$ 36,690,000	\$ 36,690,000
EPA WIFIA Bond*		\$ 77,032,977		\$ 77,032,977
LDH SRF Loan	178,000			\$ 178,000
DEQ SRF Loans*		\$ 22,974,670		\$ 22,974,670
GoZone Loan		\$ 28,153,260		\$ 28,153,260
Total Debt Outstanding	\$ 209,343,000	\$ 386,225,907	\$ 36,690,000	\$ 632,258,907
Southeast Louisiana Project liability				\$ 213,212,131
Available Borrowed Funds:				
Unspent Bond Proceeds <sup>(1)</sup>	\$ 7,362	\$ 2,016,288	\$ 15,677,953	\$ 17,701,603
Available Undrawn EPA WIFIA Bond		\$ 197,967,023		\$ 197,967,023
Available Undrawn DEQ SRF Loans		\$ 77,412,530		\$ 77,412,530
Available Undrawn LDH SRF Loans	\$ 85,822,000			\$ 85,822,000
Total Available Borrowed Funds	\$ 85,829,362	\$ 277,395,841	\$ 15,677,953	\$ 378,903,156

(1) As reported by Board of Liquidation, City Debt

\* Included in Debt Service Coverage Tests

## MONTHLY FINANCIAL REPORT

### Capital Improvement Plan (CIP)

Capital Appropriations and Disbursements November 2024						
	Monthly Disbursements		YTD	Monthly Appropriations	YTD	Annual Capital Budget
Water	\$ 6,841,057		\$ 213,610,080	\$ 1,707,762	\$ 200,062,442	\$ 65,480,123
Sewer	\$ 19,176,636		\$ 19,176,636	\$ 3,368,809	\$ 3,368,809	\$ 358,937,782
Drainage	\$ 4,368,843		\$ 4,368,843	\$ 208,012	\$ 208,012	\$ 80,526,373
<b>Total</b>	<b>\$ 30,386,536</b>		<b>\$ 237,155,558</b>	<b>\$ 5,284,583</b>	<b>\$ 203,639,263</b>	<b>\$ 504,944,278</b>
pending funding sources						\$ (28,163,757)
<b>Total Capital Budget</b>						<b>\$ 476,780,521</b>

### Federal Grant/Funding Status

FEDERAL GRANT/FUNDING STATUS (As of 11/30/2024)					Monthly Reimbursements
	Obligated	Expended	Reimbursed	Completion	
Hurricane PA Projects	\$ 620,032,154	\$ 578,968,135	\$ 567,259,239	91%	808,330
HMGP Projects	\$ 187,771,769	\$ 217,679,920	\$ 167,262,730	89%	-
JIRR Projects	\$ 268,448,968	\$ 232,146,638	\$ 201,924,358	75%	3,756,121
<b>Total</b>	<b>\$ 1,076,252,891</b>	<b>\$ 1,028,794,694</b>	<b>\$ 936,446,327</b>		<b>\$ 4,564,451</b>

MONTHLY FINANCIAL REPORT

## Change Order Summary (CIP)

Jan 2025 - Change Order / Awards Impact to CIP planning									
1	Capital Improvement Plan	2024 Budgeted CIP Project List	2025-2033 CIP Project List	Change Order Value \$	Res. #s	CY CIP Spending Plan Impacts	9 year CIP Notes, if impacts		
2	Major CIP Projects								
3	Power Complex	\$ 52,550,000	\$ 553,000,000	Contract 1415 - CO#7 \$125k	R-012	None			
4	Smart Metering	\$ 15,000,000	\$ 30,483,300						
5	Southeast Louisiana Urban Control Flood Program with US Army Corp of Engineers (SELA)	\$ 10,950,000	\$ 97,400,000						
6	Lead Service Line Replacements	\$ 5,000,000	\$ 338,082,232						
7	Waterline Replacement (JIRR w/ DPW)*	\$ 9,200,000	\$ 318,411,877						
8	Consent Decree - Sewer System Evaluation & Rehab (SSERP) and FEMA ESSA	\$ 188,934,774	\$ -	*Refer to SSERP Summary		None			
9	Sewerline Replacement Program	\$ 94,500,864	\$ 75,485,115						
9	Water Hammer Hazard Mitigation Program (Phase I-3)	\$ 2,500,000	\$ -						
10	Replacement Projects								
11	Water System Facilities Replacement Projects	\$ 4,415,000	\$ 57,435,000						
12	Wastewater System Facilities Replacement Project	\$ 25,605,000	\$ 140,534,240						
13	Networks Replacements	\$ 24,350,000	\$ 160,200,000						
14	Drainage and Power Facilities Replacement Projects	\$ 3,200,000	\$ 307,245,000						
15	Repair Projects								
16	Water System Facilities Repairs	\$ 13,750,000	\$ 84,700,000						
17	Wastewater System Facilities Repairs	\$ 6,200,000	\$ 6,800,000						
18	Networks Repairs	\$ 6,100,000	\$ 14,500,000						
19	Drainage and Power Facilities Repairs	\$ 1,500,000	\$ 17,100,000						
20	Software and Technology Projects	\$ 11,708,633	\$ 44,834,150						
21	Vehicle and Equipment Purchases	\$ 7,018,000	\$ 103,812,000						
22	Green Infrastructure, Water Sampling, Facilities, support, etc.	\$ 1,448,250	\$ 46,060,000						
23									
24	Total	\$ 483,930,521	\$ 2,396,082,914						
25	Capitalized Overhead	\$ 20,513,756	\$ 332,344,098						
26		\$ 504,444,277	\$ 2,728,427,012						

# MONTHLY FINANCIAL REPORT

27	Identified Funding Sources	\$ 476,780,521				
28	Projects Pending identified sources	\$ 27,663,756				
	*CNO led discussion underway with FEMA on fully encumbered capped FEMA grant for waterline replacement - PW 21031 Katrina settlement					
	<b>Power Complex</b> is a transformational power modernization project to improve the reliability and redundancy of our power sources; Multiple funding sources include State Capital Outlay, FEMA, Federal HUD Grants/Earmark, CNO Funds, Fair Share Funds, Drainage Tax Bond, and PayGo Cash Financing					
	<b>Smart metering</b> is a total replacement of water meters over with new technology that eliminates manual reads and provides real time data to customers; Multiple funding sources identified to date include Refunding bond proceeds and refinancing savings, Fair Share, State Revolving Funds, and PayGo Cash Financing.					
	<b>SELA</b> is a comprehensive urban control flood project led by the USACE; funding for our local match requirements and deferred long-term payback amount is through Drainage PayGo Cash financing.					
	<b>JIRR Waterline replacement</b> is joint program led by DPW to utilize FEMA Grant funding which was capped in a settlement of Hurricane Katrina public assistance claims.					
	<b>Sewer System Evaluation &amp; Rehabilitation (SSERP)</b> is mandated by the EPA Consent Decree and represents a major overhaul of the Sewer System with the final basin to be completed by October 2025; funding sources include FEMA ESSA, Sewer Bonds, LADEQ Bonds, EPA WIFIA loan and related FEMA water funds being used to meet local match requirements (WIFIA program).					
	<b>Water Hammer Program</b> (water towers and 2 major pumping station overhauls at Carrollton Water Plant) is funded fully by FEMA Hazard Mitigation Program with the final phase scheduled to be completed by early 2025					

## Customer Experience

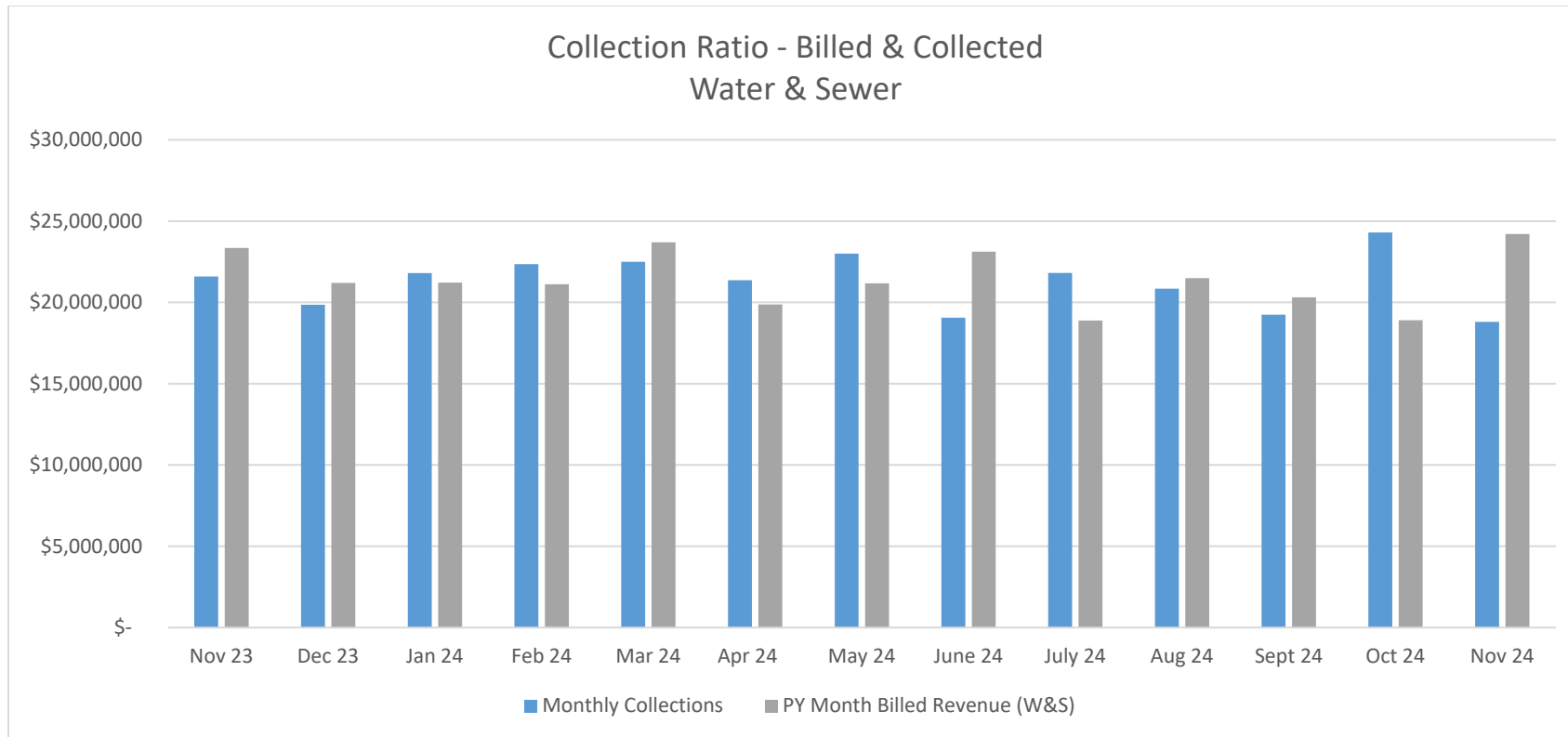
These reports do not include actions and responses related to investigations. Customers served includes walk-ins, email, phone, and interactive voice response calls.

	Calls Received	Calls Answered	Calls Dropped	% Answered	Average Wait Time	Integrated Voice Response	Walk-In Customers	E-mails Received	Total Customers Served
November	22,534	16,913	5,616	75%	6:47	21,259	3,483	4,774	46,429

	Calls Received	Calls Answered	Calls Dropped	% Answered	Average Wait Time	Integrated Voice Response	Walk-In Customers	E-mails Received	Total Customers Served
December	25,375	17,691	7,672	70%	17:04	10,256	3,310	4,265	43,206

## Billing and Call Center Statistics

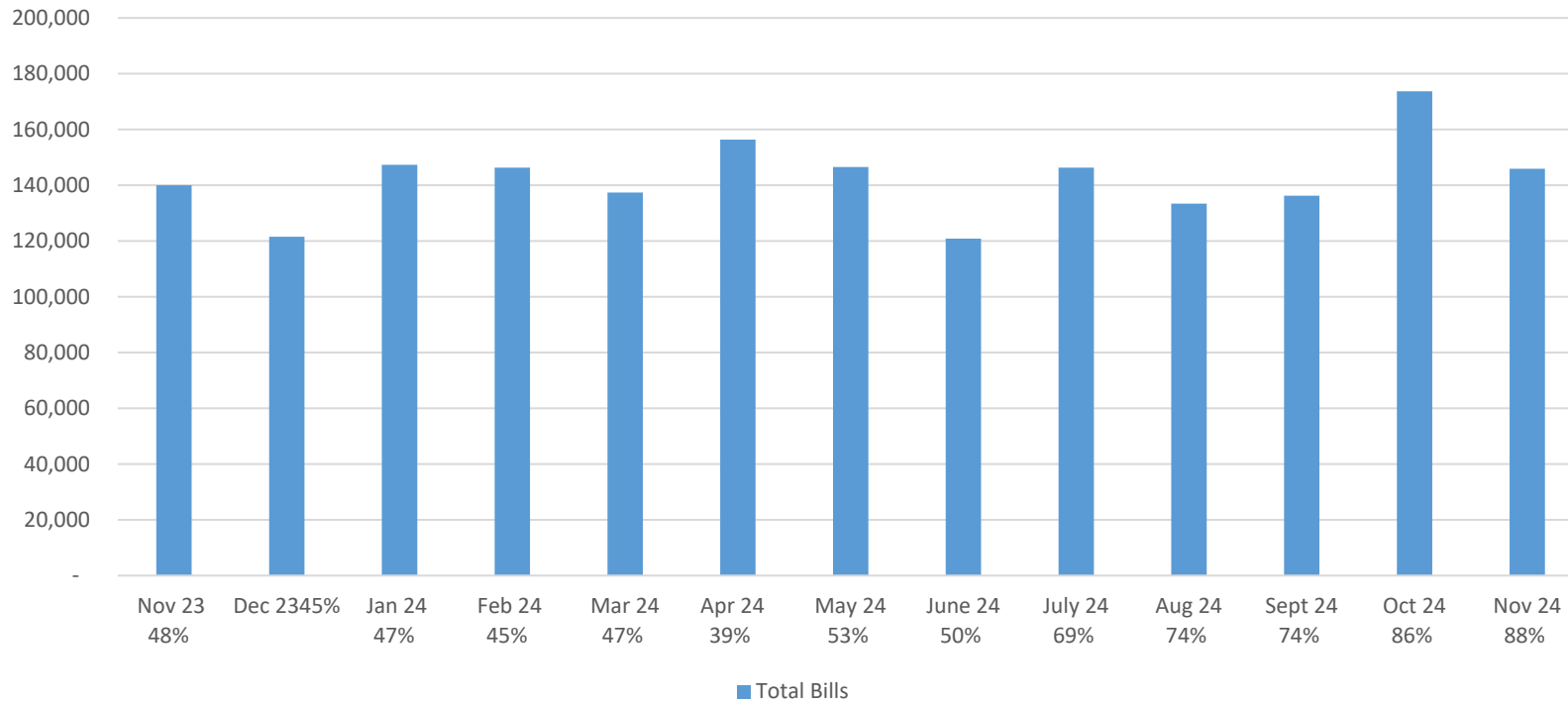
The following metrics help management measure and improve the bill accuracy, improve the customer response time, and implement best practice collection activity.



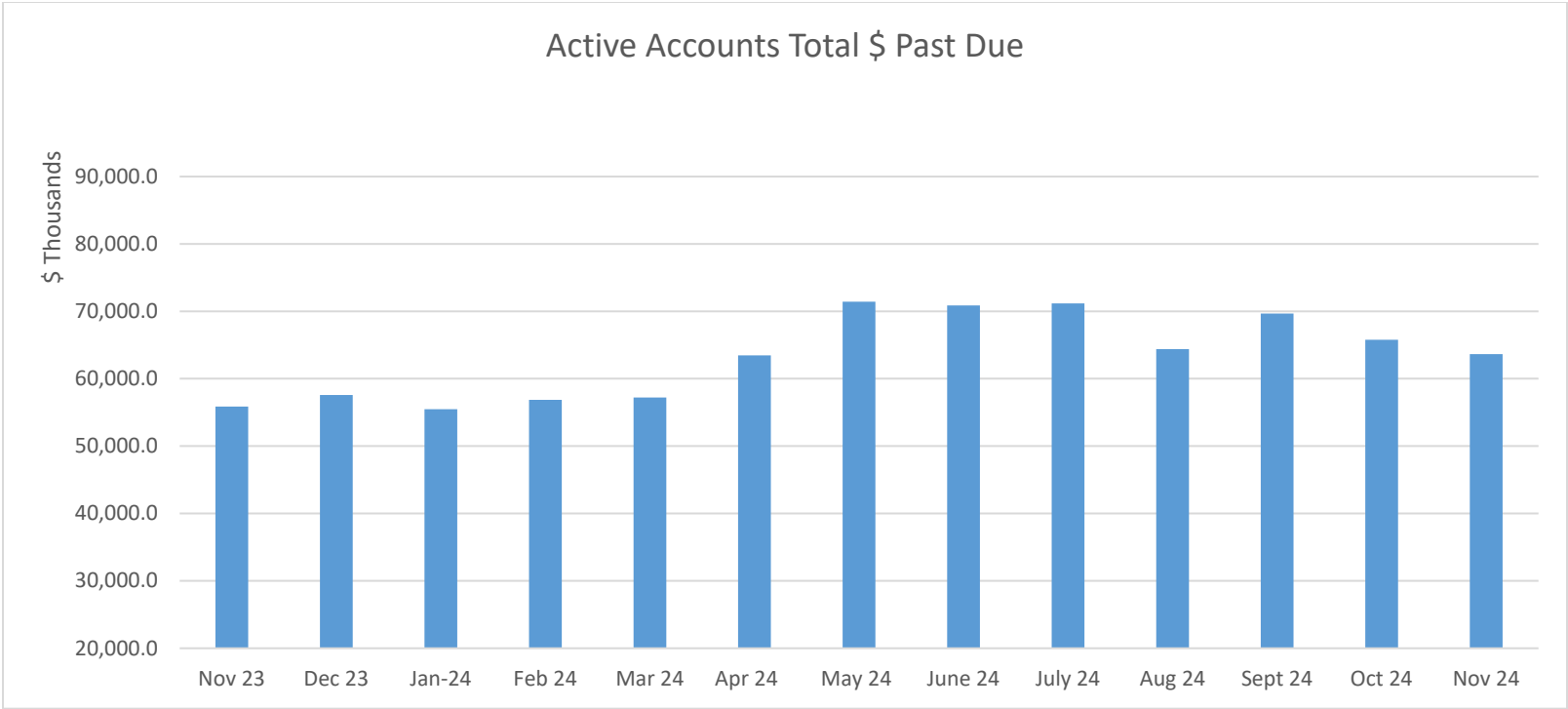
A total of **145,897** bills in the Month lower than the prior month total of 173,657.

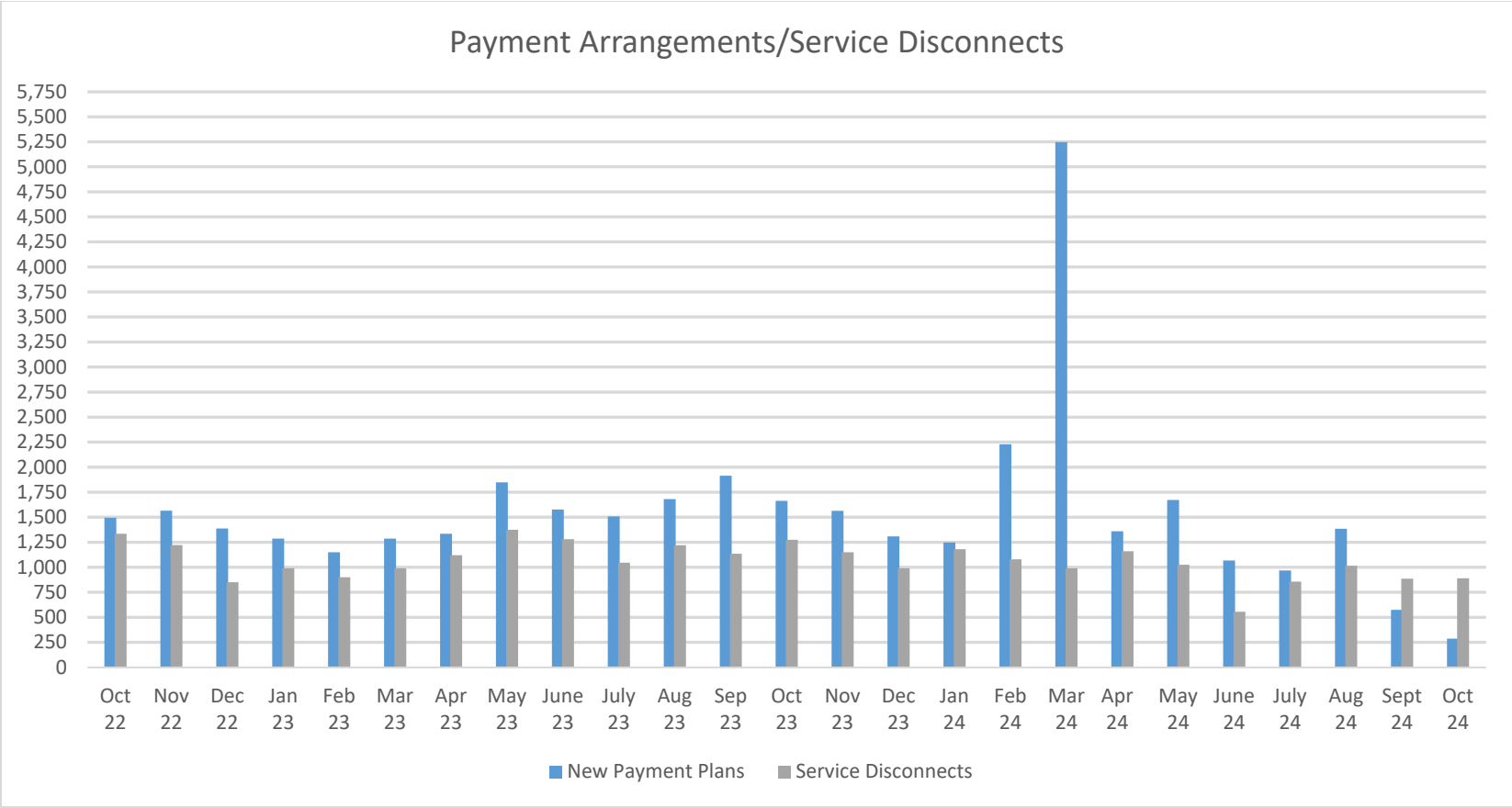
A total of **106,917** payments in the month, lower than the prior month total of 124,552.

Customer Billings (Actuals and Estimated) Monthly Totals  
with % of Actual Bills Noted under Month









## November 2024 Financial Statements (unaudited)

### Pages 16-30 as follows:

- 16. All System Funds Statements of Revenues and Expenses and Changes in Net Position with Prior year (PY)
- 17. All System Funds Statements of Revenues and Expenses and Changes in Net Position with Budget
- 18. Water Fund Statements of Revenues and Expenses and Changes in Net Position with PY
- 19. Water Fund Statements of Revenues and Expenses and Changes in Net Position with Budget
- 20. Sewer Fund Statements of Revenues and Expenses and Changes in Net Position with PY
- 21. Sewer Fund Statements of Revenues and Expenses and Changes in Net Position with Budget
- 22. Drainage Fund Statements of Revenues and Expenses and Changes in Net Position with PY
- 23. Drainage Fund Statements of Revenues and Expenses and Changes in Net Position with Budget
- 24-25. All System Funds Statements of Net Position
- 26-27. Water Fund Statements of Net Position
- 28-29. Sewer Fund Statements of Net Position
- 30-31. Drainage Fund Statements of Net Position

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**ALL SYSTEM FUNDS**  
**STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION**  
**WITH PRIOR YEAR COMPARISONS**  
**November 2024 Financials**

	A	B	C	D	E	F	G	H	
	MTD	MTD	MTD		YTD	YTD	YTD		
	Actual	Prior Year	Variance	%	Actual	Prior Year	Variance	%	
<b>Operating revenues:</b>									
1 Sales of water and delinquent fees	5,444,427	9,692,843	(4,248,415)	-43.8%	95,296,566	112,039,345	(16,742,780)	-14.9%	1
2 Sewerage service charges and del fees	12,922,804	11,504,111	1,418,693	12.3%	136,027,658	137,881,581	(1,853,923)	-1.3%	2
3 Plumbing inspection and license fees	23,306	1,600	21,706	1356.6%	751,185	328,430	422,755	128.7%	3
4 Other revenues	573,236	492,266	80,971	16.4%	4,362,428	4,615,961	(253,532)	-5.5%	4
5 Total operating revenues	18,963,774	21,690,820	(2,727,045)	-12.6%	236,437,837	254,865,317	(18,427,480)	-7.2%	5
<b>Operating Expenses:</b>									
6 Power and pumping	1,729,273	2,628,768	(899,495)	-34.2%	21,703,368	19,959,946	1,743,422	8.7%	6
7 Treatment	836,410	4,136,786	(3,300,375)	-79.8%	31,388,108	30,240,961	1,147,147	3.8%	7
8 Transmission and distribution	3,191,576	4,407,853	(1,216,277)	-27.6%	41,160,007	39,367,905	1,792,102	4.6%	8
9 Customer accounts	480,713	429,917	50,796	11.8%	5,345,882	4,842,700	503,183	10.4%	9
10 Customer service	788,550	340,599	447,951	131.5%	5,833,141	5,668,284	164,857	2.9%	10
11 Administration and general	1,820,307	2,057,050	(236,743)	-11.5%	29,201,727	29,251,234	(49,507)	-0.2%	11
12 Payroll related	4,731,362	4,966,368	(235,007)	-4.7%	51,833,352	49,873,209	1,960,143	3.9%	12
13 Maintenance of general plant	1,745,475	1,792,439	(46,964)	-2.6%	25,653,502	26,812,126	(1,158,623)	-4.3%	13
14 Depreciation	6,937,121	6,937,121	(0)	0.0%	76,308,332	76,308,332	0	0.0%	14
15 Amortization	-	-	-	0.0%	-	-	-	0.0%	15
16 Provision for doubtful accounts	551,000	-	551,000	0.0%	6,937,818	15,010,800	(8,072,982)	-53.8%	16
17 Provision for claims	368,112	287,744	80,368	27.9%	2,708,233	3,620,358	(912,124)	-25.2%	17
18 Total operating expenses	23,179,900	27,984,646	(4,804,746)	-17.2%	298,073,469	300,955,853	(2,882,384)	-1.0%	18
19 Operating income (loss)	(4,216,125)	(6,293,826)	2,077,700	-33.0%	(61,635,632)	(46,090,536)	(15,545,096)	33.7%	19
<b>Non-operating revenues (expense):</b>									
20 Two-mill tax	-	155	(155)	-100.0%	126	2,514	(2,388)	-95.0%	20
21 Three-mill tax	466,057	60,218	405,838	673.9%	18,686,576	18,748,208	(61,632)	-0.3%	21
22 Six-mill tax	492,242	63,591	428,651	674.1%	19,735,360	19,798,721	(63,361)	-0.3%	22
23 Nine-mill tax	737,177	95,323	641,854	673.3%	29,555,209	29,676,982	(121,773)	-0.4%	23
24 Interest income	247,512	813,339	(565,827)	-69.6%	5,069,365	7,962,560	(2,893,195)	-36.3%	24
25 Other Taxes	-	-	-	0.0%	287,226	291,963	(4,737)	-1.6%	25
26 Other Income	1,585,236	973,306	611,930	62.9%	16,276,500	14,796,053	1,480,448	10.0%	26
27 Bond Issuance Costs	-	-	-	0.0%	-	-	-	0.0%	27
28 Interest expense	(1,121,042)	(1,162,652)	41,609	-3.6%	(16,033,825)	(16,743,099)	709,274	-4.2%	28
29 Operating and maintenance grants	(5,082)	1,470	(6,552)	-445.8%	(4,487,993)	239,181	(4,727,173)	-1976.4%	29
30 Provision for grants	-	-	-	0.0%	-	-	-	0.0%	30
31 Total non-operating revenues	2,402,099	844,751	1,557,348	184.4%	69,088,544	74,773,083	(5,684,539)	-7.6%	31
32 Income before capital contributions	(1,814,026)	(5,449,075)	3,635,049	-66.7%	7,452,912	28,682,547	(21,229,635)	-74.0%	32
33 Capital contributions	3,055,781	2,900,770	155,010	5.3%	93,833,727	101,608,007	(7,774,280)	-7.7%	33
34 Change in net position	1,241,755	(2,548,304)	3,790,059	-148.7%	101,286,639	130,290,554	(29,003,915)	-22.3%	34
35 Transfer of Debt Service Assistance Fund loan payable					-				35
36 Net position, beginning of year					3,054,170,065	2,881,783,187	172,386,878	6.0%	36
37 Net position, end of year					3,155,456,704	3,012,073,741	143,382,962	4.8%	37

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**WATER SYSTEM FUND**  
**STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION**  
**WITH PRIOR YEAR COMPARISONS**  
**November 2024 Financials**

	A	B	C	D	E	F	G	H	
	MTD	MTD	MTD		YTD	YTD	YTD		
	Actual	Prior Year	Variance	%	Actual	Prior Year	Variance	%	
<b>Operating revenues:</b>									
1 Sales of water and delinquent fees	5,444,427	9,692,843	(4,248,415)	-43.8%	95,296,566	112,039,345	(16,742,780)	-14.9%	1
2 Sewerage service charges and del fees	-	-	-	0.0%	-	-	-	0.0%	2
3 Plumbing inspection and license fees	21,406	1,600	19,806	1237.9%	657,306	167,890	489,416	291.5%	3
4 Other revenues	179,473	212,957	(33,484)	-15.7%	2,469,318	2,843,366	(374,048)	-13.2%	4
5 Total operating revenues	5,645,307	9,907,400	(4,262,093)	-43.0%	98,423,190	115,050,602	(16,627,411)	-14.5%	5
<b>Operating Expenses:</b>									
6 Power and pumping	281,912	687,634	(405,722)	-59.0%	3,606,585	3,493,166	113,419	3.2%	6
7 Treatment	645,775	1,019,365	(373,590)	-36.6%	15,818,478	14,776,827	1,041,652	7.0%	7
8 Transmission and distribution	1,398,344	1,210,858	187,486	15.5%	16,976,283	14,074,342	2,901,942	20.6%	8
9 Customer accounts	239,216	213,846	25,370	11.9%	2,659,270	2,408,016	251,254	10.4%	9
10 Customer service	390,727	166,134	224,592	135.2%	2,869,637	2,799,796	69,840	2.5%	10
11 Administration and general	542,511	683,965	(141,454)	-20.7%	10,182,183	9,603,156	579,027	6.0%	11
12 Payroll related	1,736,484	1,852,142	(115,658)	-6.2%	19,062,807	18,374,328	688,479	3.7%	12
13 Maintenance of general plant	990,922	872,806	118,116	13.5%	12,095,627	12,262,693	(167,065)	-1.4%	13
14 Depreciation	1,275,225	1,275,225	-	0.0%	14,027,477	14,027,476	1	0.0%	14
15 Amortization	-	-	-	0.0%	-	-	-	0.0%	15
16 Provision for doubtful accounts	163,000	-	163,000	0.0%	2,856,434	6,726,900	(3,870,466)	-57.5%	16
17 Provision for claims	148,529	96,884	51,645	53.3%	1,120,498	1,359,957	(239,459)	-17.6%	17
18 Total operating expenses	7,812,645	8,078,860	(266,215)	-3.3%	101,275,279	99,906,656	1,368,623	1.4%	18
19 Operating income (loss)	(2,167,338)	1,828,539	(3,995,878)	-218.5%	(2,852,089)	15,143,946	(17,996,035)	-118.8%	19
<b>Non-operating revenues (expense):</b>									
20 Two-mill tax	-	-	-	0.0%	-	-	-	0.0%	20
21 Three-mill tax	-	-	-	0.0%	-	-	-	0.0%	21
22 Six-mill tax	-	-	-	0.0%	-	-	-	0.0%	22
23 Nine-mill tax	-	-	-	0.0%	-	-	-	0.0%	23
24 Interest income	19,040	61,266	(42,226)	-68.9%	1,076,040	1,300,209	(224,169)	-17.2%	24
25 Other Taxes	-	-	-	0.0%	133,081	129,924	3,158	2.4%	25
26 Other Income	528,412	324,435	203,977	62.9%	5,425,500	9,023,027	(3,597,527)	-39.9%	26
27 Bond Issuance Costs	-	-	-	0.0%	-	-	-	0.0%	27
28 Interest expense	(467,504)	(467,504)	0	0.0%	(5,142,541)	(5,334,995)	192,454	-3.6%	28
29 Operating and maintenance grants	(5,082)	1,470	(6,552)	-445.8%	(4,483,141)	152,751	(4,635,892)	-3034.9%	29
30 Provision for grants	-	-	-	0.0%	-	-	-	0.0%	30
31 Total non-operating revenues	74,866	(80,333)	155,199	-193.2%	(2,991,061)	5,270,915	(8,261,976)	-156.7%	31
32 Income before capital contributions	(2,092,472)	1,748,207	(3,840,679)	-219.7%	(5,843,149)	20,414,862	(26,258,011)	-128.6%	32
33 Capital contributions	2,188,483	2,637,453	(448,970)	-17.0%	34,573,281	66,193,249	(31,619,969)	-47.8%	33
34 Change in net position	96,011	4,385,660	(4,289,649)	-97.8%	28,730,130	86,608,110	(57,877,980)	-66.8%	34
35 Transfer of Debt Service Assistance Fund loan payable					-				35
36 Net position, beginning of year					676,286,987	575,330,197	100,956,790	17.5%	36
37 Net position, end of year					705,017,117	661,938,307	43,078,810	6.5%	37

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**SEWER SYSTEM FUND**  
**STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION**  
**WITH PRIOR YEAR COMPARISONS**  
**November 2024 Financials**

	A	B	C	D	E	F	G	H	
	MTD	MTD	MTD		YTD	YTD	YTD		
	Actual	Prior Year	Variance	%	Actual	Prior Year	Variance	%	
<b>Operating revenues:</b>									
1 Sales of water and delinquent fees	-	-	-	0.0%	-	-	-	0.0%	1
2 Sewerage service charges and del fees	12,922,804	11,504,111	1,418,693	12.3%	136,027,658	137,881,581	(1,853,923)	-1.3%	2
3 Plumbing inspection and license fees	1,900	-	1,900	0.0%	77,863	160,540	(82,677)	-51.5%	3
4 Other revenues	53,426	42,558	10,868	25.5%	946,953	899,187	47,766	5.3%	4
5 Total operating revenues	12,978,130	11,546,669	1,431,461	12.4%	137,052,474	138,941,308	(1,888,833)	-1.4%	5
<b>Operating Expenses:</b>									
6 Power and pumping	587,826	871,278	(283,452)	-32.5%	6,320,605	6,142,266	178,340	2.9%	6
7 Treatment	190,635	3,117,420	(2,926,785)	-93.9%	15,569,630	15,464,135	105,495	0.7%	7
8 Transmission and distribution	1,246,553	2,719,424	(1,472,871)	-54.2%	18,695,091	20,037,960	(1,342,870)	-6.7%	8
9 Customer accounts	239,216	213,846	25,370	11.9%	2,659,265	2,408,011	251,254	10.4%	9
10 Customer service	390,726	166,134	224,592	135.2%	2,869,633	2,799,793	69,840	2.5%	10
11 Administration and general	840,942	905,558	(64,615)	-7.1%	12,485,223	13,245,576	(760,353)	-5.7%	11
12 Payroll related	1,830,129	1,892,551	(62,421)	-3.3%	19,811,848	18,962,483	849,365	4.5%	12
13 Maintenance of general plant	425,034	559,351	(134,317)	-24.0%	7,881,159	9,270,201	(1,389,042)	-15.0%	13
14 Depreciation	2,700,979	2,700,979	0	0.0%	29,710,769	29,710,769	0	0.0%	14
15 Amortization	-	-	-	0.0%	-	-	-	0.0%	15
16 Provision for doubtful accounts	388,000	-	388,000	0.0%	4,081,384	8,283,900	(4,202,516)	-50.7%	16
17 Provision for claims	146,389	106,884	39,505	37.0%	857,991	1,350,306	(492,315)	-36.5%	17
18 Total operating expenses	8,986,429	13,253,423	(4,266,995)	-32.2%	120,942,598	127,675,401	(6,732,803)	-5.3%	18
19 Operating income (loss)	3,991,702	(1,706,754)	5,698,455	-333.9%	16,109,876	11,265,907	4,843,969	43.0%	19
<b>Non-operating revenues (expense):</b>									
20 Two-mill tax	-	-	-	0.0%	-	-	-	0.0%	20
21 Three-mill tax	-	-	-	0.0%	-	-	-	0.0%	21
22 Six-mill tax	-	-	-	0.0%	-	-	-	0.0%	22
23 Nine-mill tax	-	-	-	0.0%	-	-	-	0.0%	23
24 Interest income	97,871	132,844	(34,973)	-26.3%	1,620,878	3,480,114	(1,859,236)	-53.4%	24
25 Other Taxes	-	-	-	0.0%	154,145	162,040	(7,895)	-4.9%	25
26 Other Income	528,412	324,435	203,977	62.9%	5,425,500	2,251,139	3,174,362	141.0%	26
27 Bond Issuance Costs	-	-	-	0.0%	-	-	-	0.0%	27
28 Interest expense	(653,539)	(695,148)	41,609	-6.0%	(7,410,114)	(7,865,731)	455,617	-5.8%	28
29 Operating and maintenance grants	-	-	-	0.0%	(4,851)	-	(4,851)	0.0%	29
30 Provision for grants	-	-	-	0.0%	-	-	-	0.0%	30
31 Total non-operating revenues	(27,256)	(237,868)	210,613	-88.5%	(214,442)	(1,972,439)	1,757,996	-89.1%	31
32 Income before capital contributions	3,964,446	(1,944,622)	5,909,068	-303.9%	15,895,434	9,293,468	6,601,966	71.0%	32
33 Capital contributions	25,522	12,438	13,084	105.2%	1,149,628	15,663,716	(14,514,088)	-92.7%	33
34 Change in net position	3,989,968	(1,932,184)	5,922,152	-306.5%	17,045,062	24,957,185	(7,912,123)	-31.7%	34
35 Transfer of Debt Service Assistance Fund loan payable									35
36 Net position, beginning of year					929,881,636	893,131,504	36,750,132	4.1%	36
37 Net position, end of year					946,926,698	918,088,689	28,838,009	3.1%	37

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**DRAINAGE SYSTEM FUND**  
**STATEMENT OF REVENUES AND EXPENSES AND CHANGES IN NET POSITION**  
**WITH PRIOR YEAR COMPARISONS**  
**November 2024 Financials**

	A	B	C	D	E	F	G	H	
	MTD	MTD	MTD		YTD	YTD	YTD		
	Actual	Prior Year	Variance	%	Actual	Prior Year	Variance	%	
<b>Operating revenues:</b>									
1 Sales of water and delinquent fees	-	-	-	0.0%	-	-	-	0.0%	1
2 Sewerage service charges and del fees	-	-	-	0.0%	-	-	-	0.0%	2
3 Plumbing inspection and license fees	-	-	-	0.0%	16,015	-	16,015	0.0%	3
4 Other revenues	340,337	236,751	103,586	43.8%	946,157	873,408	72,750	8.3%	4
5 Total operating revenues	340,337	236,751	103,586	43.8%	962,172	873,408	88,764	10.2%	5
<b>Operating Expenses:</b>									
6 Power and pumping	859,535	1,069,856	(210,321)	-19.7%	11,776,177	10,324,514	1,451,663	14.1%	6
7 Treatment	-	-	-	0.0%	-	-	-	0.0%	7
8 Transmission and distribution	546,680	477,572	69,108	14.5%	5,488,633	5,255,603	233,030	4.4%	8
9 Customer accounts	2,281	2,225	56	2.5%	27,347	26,673	675	2.5%	9
10 Customer service	7,097	8,330	(1,234)	-14.8%	93,871	68,695	25,177	36.6%	10
11 Administration and general	436,854	467,527	(30,673)	-6.6%	6,534,321	6,402,502	131,819	2.1%	11
12 Payroll related	1,164,748	1,221,675	(56,927)	-4.7%	12,958,697	12,536,398	422,299	3.4%	12
13 Maintenance of general plant	329,520	360,282	(30,763)	-8.5%	5,676,716	5,279,232	397,484	7.5%	13
14 Depreciation	2,960,917	2,960,917	(0)	0.0%	32,570,085	32,570,087	(2)	0.0%	14
15 Amortization	-	-	-	0.0%	-	-	-	0.0%	15
16 Provision for doubtful accounts	-	-	-	0.0%	-	-	-	0.0%	16
17 Provision for claims	73,194	83,976	(10,782)	-12.8%	729,745	910,095	(180,350)	-19.8%	17
18 Total operating expenses	6,380,826	6,652,362	(271,536)	-4.1%	75,855,592	73,373,797	2,481,796	3.4%	18
19 Operating income (loss)	(6,040,489)	(6,415,611)	375,122	-5.8%	(74,877,369)	(72,500,389)	(2,376,980)	3.3%	19
<b>Non-operating revenues (expense):</b>									
20 Two-mill tax	-	155	(155)	-100.0%	126	2,514	(2,388)	-95.0%	20
21 Three-mill tax	466,057	60,218	405,838	673.9%	18,686,576	18,748,208	(61,632)	-0.3%	21
22 Six-mill tax	492,242	63,591	428,651	674.1%	19,735,360	19,798,721	(63,361)	-0.3%	22
23 Nine-mill tax	737,177	95,323	641,854	673.3%	29,555,209	29,676,982	(121,773)	-0.4%	23
24 Interest income	130,602	619,229	(488,628)	-78.9%	2,372,447	3,182,237	(809,791)	-25.4%	24
25 Other Taxes	-	-	-	0.0%	-	-	-	0.0%	25
26 Other Income	528,412	324,435	203,977	62.9%	5,425,500	3,521,887	1,903,613	54.1%	26
27 Bond Issuance Costs	-	-	-	0.0%	-	-	-	0.0%	27
28 Interest expense	-	-	-	0.0%	(3,481,170)	(3,542,374)	61,203	-1.7%	28
29 Operating and maintenance grants	-	-	-	0.0%	-	86,430	(86,430)	-100.0%	29
30 Provision for claims	-	-	-	0.0%	-	-	-	0.0%	30
31 Total non-operating revenues	2,354,489	1,162,952	1,191,537	102.5%	72,294,047	71,474,606	819,441	1.1%	31
32 Income before capital contributions	(3,686,000)	(5,252,660)	1,566,659	-29.8%	(2,599,373)	(1,025,783)	(1,573,590)	153.4%	32
33 Capital contributions	841,776	250,880	590,896	235.5%	58,110,818	19,751,042	38,359,777	194.2%	33
34 Change in net position	(2,844,224)	(5,001,780)	2,157,555	-43.1%	55,511,446	18,725,260	36,786,186	196.5%	34
35 Transfer of Debt Service Assistance Fund loan payable					-	-	-		35
36 Net position, beginning of year					1,448,001,442	1,413,321,486	34,679,956	2.5%	36
37 Net position, end of year					1,503,512,888	1,432,046,746	71,466,142	5.0%	37

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**ALL SYSTEM FUNDS**  
**STATEMENTS OF NET POSITION**  
**WITH PRIOR YEAR AND BEGINNING OF YEAR COMPARISONS**  
**November 2024 Financials**

Assets	A	B	C	D	E	F	G	
	Prior Year	Variance	%	Current Year	Variance	%	Beginning of Year	
<b>Noncurrent assets:</b>								
1 Property, plant and equipment	5,220,901,898	296,565,057	5.7%	5,517,466,955	216,820,300	4.1%	5,300,646,655	1
2 Less: accumulated depreciation	1,338,824,477	55,015,114	4.1%	1,393,839,591	69,371,211	5.2%	1,324,468,380	2
3 Property, plant, and equipment, net	6,559,726,375	(2,436,099,011)	-37.1%	4,123,627,364	147,449,089	3.7%	3,976,178,275	3
<b>Restricted cash, cash equivalents, and investments</b>								
4 Cash and cash equivalents restricted for capital projects	90,779,184	(18,963,182)	-20.9%	71,816,003	(13,112,136)	-15.4%	84,928,139	4
5 Debt service	45,798,109	(5,842,045)	-12.8%	39,956,064	24,999,239	167.1%	14,956,825	5
6 Debt service reserve	12,997,354	-	0.0%	12,997,354	-	0.0%	12,997,354	6
7 Health insurance reserve	2,888,000	137,000	4.7%	3,025,000	-	0.0%	3,025,000	7
8 Total restricted cash, cash equivalents, and investments	152,462,647	(24,668,227)	-16.2%	127,794,421	11,887,103	10.3%	115,907,318	8
<b>Current assets:</b>								
<b>Unrestricted and undesignated</b>								
9 Cash and cash equivalents	161,524,889	(41,581,214)	-25.7%	119,943,675	(25,997,063)	-17.8%	145,940,738	9
<b>Accounts receivable:</b>								
10 Customers (net of allowance for doubtful accounts)	20,251,232	(5,745,583)	-28.4%	14,505,649	(10,491,382)	-42.0%	24,997,031	10
11 Taxes	(134,766)	456,467	-338.7%	321,701	(2,777,230)	-89.6%	3,098,931	11
12 Interest	60	-	0.0%	60	-	0.0%	60	12
13 Grants	39,565,360	14,887,643	37.6%	54,453,003	(1,287,867)	-2.3%	55,740,870	13
14 Miscellaneous	1,421,949	905,800	63.7%	2,327,748	1,376,647	144.7%	951,102	14
15 Due from (to) other internal departments	(36,727)	572,855	-1559.8%	536,128	533,465	20030.1%	2,663	15
16 Inventory of supplies	6,055,051	(254,449)	-4.2%	5,800,602	-	0.0%	5,800,602	16
17 Prepaid expenses	942,212	532,012	56.5%	1,474,224	-	0.0%	1,474,224	17
18 Total unrestricted current assets	229,589,261	(30,226,471)	-13.2%	199,362,790	(38,643,431)	-16.2%	238,006,221	18
<b>Other assets:</b>								
19 Funds from/for customer deposits	14,649,273	408,732	2.8%	15,058,005	355,533	2.4%	14,702,472	19
20 Deposits	51,315	-	0.0%	51,315	-	0.0%	51,315	20
21 Total other assets	14,700,588	408,732	2.8%	15,109,320	355,533	2.4%	14,753,787	21
22 TOTAL ASSETS	6,956,478,871	(2,490,584,977)	-63.7%	4,465,893,894	121,048,294	0.1%	4,344,845,601	22
<b>Deferred outflows or resources:</b>								
23 Deferred amounts related to net pension liability	62,281,579	(18,939,459)	-30.4%	43,342,120	(11,751,879)	-27.1%	55,093,999	23
24 Deferred amounts related to OPEB	1,131,303	55,670,454	4920.9%	56,801,757	23,074,473	68.4%	33,727,284	24
25 Deferred loss on bond refunding	340,139	(52,329)	-15.4%	287,810	-	0.0%	287,810	25
26 TOTAL DEFERRED OUTFLOWS OF RESOURCES	63,753,022	36,678,666	57.5%	100,431,688	11,322,594	12.7%	89,109,094	26
27 TOTAL ASSETS AND TOTAL DEFERRED OUTFLOWS	7,020,231,893	(2,453,906,311)	-6.2%	4,566,325,582	132,370,888	12.8%	4,433,954,695	27



**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**ALL SYSTEM FUNDS**  
**STATEMENTS OF NET POSITION**  
**WITH PRIOR YEAR COMPARISONS**  
**November 2024 Financials**

	A	B	C	D	E	F	G	
	Prior Year	Variance	%	Current Year	Variance	%	Beginning of Year	
<b>NET ASSETS AND LIABILITIES</b>								
<b>Net position</b>								
1 Net investments in capital assets	4,182,790,472	(786,110,119)	-18.8%	3,396,680,354	(891,284,657)	-20.8%	4,287,965,010	1
2 Restricted for Debt Service	58,795,463	(5,842,045)	-9.9%	52,953,418	24,999,239	89.4%	27,954,179	2
3 Unrestricted	(1,229,512,193)	935,335,125	-76.1%	(294,177,068)	962,487,137	-76.6%	(1,256,664,205)	3
4 Total net position	3,012,073,742	143,382,961	4.8%	3,155,456,703	96,201,719	3.1%	3,059,254,984	4
<b>Long-term liabilities</b>								
5 Claims payable	43,650,652	839,291	1.9%	44,489,943	-	0.0%	44,489,943	5
6 Accrued vacation and sick pay	11,866,673	(570,291)	-4.8%	11,296,382	59,261	0.5%	11,237,121	6
7 Net pension obligation	120,063,032	(136,145)	-0.1%	119,926,887	(5,792,835)	-4.6%	125,719,722	7
8 Other postretirement benefits liability	194,262,520	83,211,241	42.8%	277,473,761	43,046,818	18.4%	234,426,943	8
9 Bonds payable (net of current maturities)	531,145,012	26,296,024	5.0%	557,441,036	48,368,574	9.5%	509,072,462	9
10 Special Community Disaster Loan Payable	-	-	0.0%	-	-	0.0%	-	10
11 Southeast Louisiana Project liability	215,257,520	(2,045,390)	-1.0%	213,212,131	(2,045,390)	-1.0%	215,257,520	11
12 Debt Service Assistance Fund Loan payable	31,325,610	(3,178,103)	-10.1%	28,147,507	-	0.0%	28,147,507	12
13 Customer deposits	14,649,273	408,732	2.8%	15,058,005	355,533	2.4%	14,702,472	13
14 Total long-term liabilities	1,162,220,292	104,416,627	9.0%	1,267,045,652	83,991,961	7.1%	1,183,053,691	14
<b>Current liabilities (payable from current assets)</b>								
15 Accounts payable and other liabilities	48,686,731	5,353,691	11.0%	54,040,422	(39,637,716)	-42.3%	93,678,138	15
16 Due to City of New Orleans	7,569,912	2,092,776	27.6%	9,662,688	2,485,417	34.6%	7,177,271	16
17 Disaster Reimbursement Revolving Loan	-	-	0.0%	-	-	0.0%	-	17
18 Retainers and estimates payable	14,843,590	1,517,181	10.2%	16,360,772	1,502,712	10.1%	14,858,059	18
19 Due to other fund	376,997	33,807	9.0%	410,804	-	0.0%	410,804	19
20 Accrued salaries	(368,102)	(32,377)	8.8%	(400,479)	384,217	-49.0%	(784,696)	20
21 Claims payable	4,445,677	(78,254)	-1.8%	4,367,423	-	0.0%	4,367,423	21
22 Total OPEB liability, due within one year	8,723,083	(355,009)	-4.1%	8,368,075	212,355	2.6%	8,155,719	22
23 Debt Service Assistance Fund Loan payable	3,037,178	140,925	4.6%	3,178,103	-	0.0%	3,178,103	23
24 Advances from federal government	-	-	0.0%	-	-	0.0%	-	24
25 Other Liabilities	2,350,672	(2,456,884)	-104.5%	(106,212)	(134,942)	-469.7%	28,730	25
26 Total current liabilities (payable from current assets)	89,665,739	6,215,857	6.9%	95,881,595	(35,187,956)	-513.6%	131,069,551	26
<b>Current liabilities (payable from restricted assets)</b>								
27 Accrued interest	1,651,239	(173,234)	-10.5%	1,478,005	-	0.0%	1,478,005	27
28 Bonds payable	27,517,000	592,846	2.2%	28,109,846	-	0.0%	28,109,846	28
29 Retainers and estimates payable	-	-	0.0%	-	-	0.0%	-	29
30 Total current liabilities (payable from restricted assets)	29,168,239	419,612	1.4%	29,587,851	-	0.0%	29,587,851	30
31 Total current liabilities	118,833,978	6,635,469	5.6%	125,469,446	(35,187,956)	-21.9%	160,657,402	31
32 Total liabilities	1,281,054,270	3,457,366	0.3%	1,392,515,098	48,804,005	3.6%	1,343,711,092	32
<b>Deferred inflows or resources:</b>								
33 Amounts related to net pension liability	4,835,719	(2,728,869)	-56.4%	2,106,850	1,667,401	379.4%	439,449	33
34 Amounts related to total OPEB liability	44,619,208	(28,372,277)	-63.6%	16,246,931	(14,302,238)	-46.8%	30,549,169	34
35 TOTAL DEFERRED INFLOWS OF RESOURCES	49,454,927	(2,728,869)	-5.5%	18,353,781	(12,634,837)	-40.8%	30,988,618	35
36 Total Net Position, Liabilities and Deferred Inflows of Resources	4,342,582,939	146,840,327	3.4%	4,566,325,582	132,370,887	3.0%	4,433,954,694	36

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**WATER SYSTEM FUND**  
**STATEMENTS OF NET POSITION**  
**WITH PRIOR YEAR AND BEGINNING OF YEAR COMPARISONS**  
**November 2024 Financials**

Assets		A	B	C	D	E	F	G	
		Prior Year	Variance	%	Current Year	Variance	%	Beginning of Year	
<b>Noncurrent assets:</b>									
1	Property, plant and equipment	1,321,346,043	77,809,357	5.9%	1,399,155,400	57,906,686	4.3%	1,341,248,714	1
2	Less: accumulated depreciation	412,649,579	10,871,718	2.6%	423,521,297	12,752,252	3.1%	410,769,045	2
3	Property, plant, and equipment, net	908,696,464	66,937,639	7.4%	975,634,103	45,154,434	4.9%	930,479,669	3
<b>Restricted cash, cash equivalents, and investments</b>									
4	Cash and cash equivalents restricted for capital projects	17,065,758	(3,897,420)	-22.8%	13,168,338	(8,169,357)	-38.3%	21,337,695	4
5	Debt service	10,789,800	(1,938,915)	-18.0%	8,850,885	(4,879,996)	-55.1%	3,970,889	5
6	Debt service reserve	5,599,000	-	0.0%	5,599,000	-	0.0%	5,599,000	6
7	Health insurance reserve	1,038,513	54,800	5.3%	1,093,313	-	0.0%	1,093,313	7
8	Total restricted cash, cash equivalents, and investments	34,493,071	(5,781,535)	-16.8%	28,711,536	(3,289,360)	-10.3%	32,000,896	8
<b>Current assets:</b>									
<b>Unrestricted and undesignated</b>									
9	Cash and cash equivalents	48,092,714	(12,149,545)	-25.3%	35,943,169	(9,725,744)	-27.1%	45,668,913	9
<b>Accounts receivable:</b>									
10	Customers (net of allowance for doubtful accounts)	13,743,019	(4,115,719)	-29.9%	9,627,299	(5,973,476)	-62.0%	15,600,776	10
11	Taxes	-	-	0.0%	-	-	0.0%	-	11
12	Interest	-	-	0.0%	-	-	0.0%	-	12
13	Grants	21,432,329	279,335	1.3%	21,711,664	(4,834,885)	-18.2%	26,546,549	13
14	Miscellaneous	255,040	(265,899)	-104.3%	(10,860)	(123,115)	-109.7%	112,255	14
15	Due from (to) other internal departments	860,032	(3,830,350)	-445.4%	(2,970,318)	(3,979,586)	-394.3%	1,009,268	15
16	Inventory of supplies	2,787,539	(403,787)	-14.5%	2,383,752	-	0.0%	2,383,752	16
17	Prepaid expenses	433,475	212,805	49.1%	646,280	-	0.0%	646,280	17
18	Total unrestricted current assets	87,604,148	(20,273,161)	-23.1%	67,330,987	(24,636,806)	-26.8%	91,967,792	18
<b>Other assets:</b>									
19	Funds from/for customer deposits	14,649,273	408,732	2.8%	15,058,005	355,533	2.4%	14,702,472	19
20	Deposits	22,950	-	0.0%	22,950	-	0.0%	22,950	20
21	Total other assets	14,672,223	408,732	2.8%	15,080,955	355,533	2.4%	14,725,422	21
22	<b>TOTAL ASSETS</b>	1,045,465,906	41,291,675	-29.8%	1,086,757,580	17,583,801	-29.8%	1,069,173,780	22
<b>Deferred outflows or resources:</b>									
23	Deferred amounts related to net pension liability	28,886,875	(6,666,473)	-23.1%	22,220,403	(3,917,293)	-15.0%	26,137,696	23
24	Deferred amounts related to OPEB	377,101	18,556,818	4920.9%	18,933,919	7,691,491	68.4%	11,242,428	24
25	Deferred loss on bond refunding	-	-	0.0%	-	-	0.0%	-	25
26	<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	29,263,977	11,890,345	40.6%	41,154,322	3,774,198	10.1%	37,380,124	26
27	<b>TOTAL ASSETS AND TOTAL DEFERRED OUTFLOWS</b>	1,074,729,882	53,182,020	10.9%	1,127,911,903	21,357,999	-19.7%	1,106,553,904	27

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**WATER SYSTEM FUND**  
**STATEMENTS OF NET POSITION**  
**WITH PRIOR YEAR COMPARISONS**  
**November 2024 Financials**

	A	B	C	D	E	F	G	
	Prior Year	Variance	%	Current Year	Variance	%	Beginning of Year	
<b>NET ASSETS AND LIABILITIES</b>								
<b>Net position</b>								
1 Net investments in capital assets	707,874,212	70,080,660	9.9%	777,954,872	37,101,857	5.0%	740,853,014	1
2 Restricted for Debt Service	16,388,800	(1,938,915)	-11.8%	14,449,885	4,879,996	51.0%	9,569,889	2
3 Unrestricted	(62,324,705)	(25,062,934)	40.2%	(87,387,639)	(18,418,309)	26.7%	(68,969,331)	3
4 Total net position	661,938,306	43,078,811	6.5%	705,017,117	23,563,545	3.5%	681,453,572	4
<b>Long-term liabilities</b>								
5 Claims payable	3,888,797	(58,657)	-1.5%	3,830,140	-	0.0%	3,830,140	5
6 Accrued vacation and sick pay	4,333,767	86,141	2.0%	4,419,908	24,102	0.5%	4,395,806	6
7 Net pension obligation	40,021,011	(45,382)	-0.1%	39,975,629	(1,930,945)	-4.6%	41,906,574	7
8 Other postretirement benefits liability	64,754,174	27,737,081	42.8%	92,491,255	14,348,939	18.4%	78,142,315	8
9 Bonds payable (net of current maturities)	210,988,010	(7,270,441)	-3.4%	203,717,569	(116,780)	-0.1%	203,834,349	9
10 Special Community Disaster Loan Payable	-	-	0.0%	-	-	0.0%	-	10
11 Southeast Louisiana Project liability	-	-	0.0%	-	-	0.0%	-	11
12 Debt Service Assistance Fund Loan payable	-	-	0.0%	-	-	0.0%	-	12
13 Customer deposits	14,649,273	408,732	2.8%	15,058,005	355,533	2.4%	14,702,472	13
14 Total long-term liabilities	338,635,032	20,448,742	6.0%	359,492,506	12,680,849	3.7%	346,811,656	14
<b>Current liabilities (payable from current assets)</b>								
15 Accounts payable and other liabilities	25,971,653	1,784,585	6.9%	27,756,238	(13,179,184)	-32.2%	40,935,423	15
16 Due to City of New Orleans	7,569,912	2,092,776	27.6%	9,662,688	2,485,417	34.6%	7,177,271	16
17 Disaster Reimbursement Revolving Loan	-	-	0.0%	-	-	0.0%	-	17
18 Retainers and estimates payable	10,759,916	(2,287,257)	-21.3%	8,472,659	101,970	1.2%	8,370,688	18
19 Due to other fund	176,413	7,708	4.4%	184,121	-	0.0%	184,121	19
20 Accrued salaries	(380,902)	(296,657)	77.9%	(677,559)	(100,413)	17.4%	(577,146)	20
21 Claims payable	1,557,739	(16,951)	-1.1%	1,540,787	-	0.0%	1,540,787	21
22 Other postretirement benefits liability	2,907,694	(118,336)	-4.1%	2,789,358	70,785	2.6%	2,718,573	22
23 Debt Service Assistance Fund Loan payable	-	-	0.0%	-	-	0.0%	-	23
24 Advances from federal government	-	-	0.0%	-	-	0.0%	-	24
25 Other Liabilities	1,722,394	(1,763,839)	-102.4%	(41,444)	(53,359)	-447.8%	11,914	25
26 Total current liabilities (payable from current assets)	50,284,821	(597,971)	-1.2%	49,686,849	(10,674,783)	-17.7%	60,361,632	26
<b>Current liabilities (payable from restricted assets)</b>								
27 Accrued interest	486,749	(19,245)	-4.0%	467,504	-	0.0%	467,504	27
28 Bonds payable	6,900,000	230,000	3.3%	7,130,000	-	0.0%	7,130,000	28
29 Retainers and estimates payable	-	-	0.0%	-	-	0.0%	-	29
30 Total current liabilities (payable from restricted assets)	7,386,749	210,755	2.9%	7,597,504	-	0.0%	7,597,504	30
31 TOTAL CURRENT LIABILITIES	57,671,570	(387,216)	-0.7%	57,284,353	(10,674,783)	-15.7%	67,959,136	31
32 TOTAL LIABILITIES	396,306,601	20,061,526	5.1%	416,776,859	2,006,066	0.5%	414,770,792	32
<b>Deferred inflows or resources:</b>								
33 Amounts related to net pension liability	1,611,906	(909,623)	-56.4%	702,283	555,800	379.4%	146,483	33
34 Amounts related to total OPEB liability	14,873,069	(9,457,426)	-63.6%	5,415,643	(4,767,413)	-46.8%	10,183,056	34
35 TOTAL DEFERRED INFLOWS OF RESOURCES	16,484,975	(10,367,049)	-62.9%	6,117,927	(4,211,612)	-40.8%	10,329,539	35
36 Total Net Position, Liabilities and Deferred Inflows of Resources	1,074,729,882	63,140,337	5.9%	1,127,911,902	21,357,999	1.9%	1,106,553,903	36

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**SEWER SYSTEM FUND**  
**STATEMENTS OF NET POSITION**  
**WITH PRIOR YEAR AND BEGINNING OF YEAR COMPARISONS**  
**November 2024 Financials**

		A	B	C	D	E	F	G	
Assets									
Noncurrent assets:		Prior Year	Variance	%	Current Year	Variance	%	Beginning of Year	
1	Property, plant and equipment	1,658,622,383	138,070,977	8.3%	1,796,693,360	107,886,673	6.4%	1,688,806,687	1
2	Less: accumulated depreciation	434,248,198	16,811,970	3.9%	451,060,168	27,009,790	6.4%	424,050,378	2
3	Property, plant, and equipment, net	1,224,374,185	121,259,007	9.9%	1,345,633,192	80,876,883	6.4%	1,264,756,309	3
Restricted cash, cash equivalents, and investments									
4	Cash and cash equivalents restricted for capital projects	22,407,786	(7,013,644)	-31.3%	15,394,142	(5,186,666)	-25.2%	20,580,808	4
5	Debt service	24,890,608	(3,907,283)	-15.7%	20,983,325	10,004,304	91.1%	10,979,021	5
6	Debt service reserve	7,398,354	-	0.0%	7,398,354	-	0.0%	7,398,354	6
7	Health insurance reserve	1,004,255	54,800	5.5%	1,059,055	-	0.0%	1,059,055	7
8	Total restricted cash, cash equivalents, and investments	55,701,003	(10,866,127)	-19.5%	44,834,876	4,817,638	12.0%	40,017,238	8
Current assets:									
Unrestricted and undesignated									
9	Cash and cash equivalents	75,181,785	(36,150,200)	-48.1%	39,031,584	(36,550,587)	-48.4%	75,582,171	9
Accounts receivable:		-							
10	Customers (net of allowance for doubtful accounts)	6,508,213	(1,629,864)	-25.0%	4,878,350	(4,517,906)	-48.1%	9,396,256	10
11	Taxes	-	-	0.0%	-	-	0.0%	-	11
12	Interest	60	-	0.0%	60	-	0.0%	60	12
13	Grants	6,485,219	2,699,554	41.6%	9,184,773	(786,262)	-7.9%	9,971,034	13
14	Miscellaneous	330,680	36,251	11.0%	366,931	276,702	306.7%	90,229	14
15	Due from (to) other internal departments	3,998,884	2,333,622	58.4%	6,332,506	2,307,656	57.3%	4,024,850	15
16	Inventory of supplies	1,976,630	99,558	5.0%	2,076,188	-	0.0%	2,076,188	16
17	Prepaid expenses	278,894	212,805	76.3%	491,698	-	0.0%	491,698	17
18	Total unrestricted current assets	94,760,365	(32,398,274)	-34.2%	62,362,090	(39,270,396)	-38.6%	101,632,487	18
Other assets:									
19	Funds from/for customer deposits	-	-	0.0%	-	-	0.0%	-	19
20	Deposits	17,965	-	0.0%	17,965	-	0.0%	17,965	20
21	Total other assets	17,965	-	0.0%	17,965	-	0.0%	17,965	21
22	TOTAL ASSETS	1,374,853,518	77,994,606	-43.8%	1,452,848,124	46,424,125.09	-20.2%	1,406,423,999	22
Deferred outflows or resources:									
23	Deferred amounts related to net pension liability	23,400,555	(6,427,937)	-27.5%	16,972,618	(3,917,293)	-23.1%	20,889,911	23
24	Deferred amounts related to OPEB	377,100	18,556,818	4920.9%	18,933,918	7,691,491	68.4%	11,242,427	24
25	Deferred loss on bond refunding	340,139	(52,329)	-15.4%	287,810	-	0.0%	287,810	25
26	TOTAL DEFERRED OUTFLOWS OF RESOURCES	24,117,795	12,076,552	50.1%	36,194,347	3,774,198	11.6%	32,420,149	26
27	TOTAL ASSETS AND TOTAL DEFERRED OUTFLOWS	1,398,971,313	90,071,158	6.3%	1,489,042,471	50,198,323	-8.6%	1,438,844,148	27

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**SEWER SYSTEM FUND**  
**STATEMENTS OF NET POSITION**  
**WITH PRIOR YEAR COMPARISONS**  
**November 2024 Financials**

	A	B	C	D	E	F	G	
	Prior Year	Variance	%	Current Year	Variance	%	Beginning of Year	
<b>NET ASSETS AND LIABILITIES</b>								
<b>Net position</b>								
1 Net investments in capital assets	951,007,969	72,006,052	7.6%	1,023,014,021	27,204,790	2.7%	995,809,231	1
2 Restricted for Debt Service	32,288,962	(3,907,283)	-12.1%	28,381,679	10,004,304	54.4%	18,377,374	2
3 Unrestricted	(65,208,242)	(39,260,760)	60.2%	(104,469,002)	(24,204,267)	30.2%	(80,264,735)	3
4 Total net position	918,088,689	28,838,009	3.1%	946,926,698	13,004,828	1.4%	933,921,870	4
<b>Long-term liabilities</b>								
5 Claims payable	4,588,703	347,065	7.6%	4,935,768	-	0.0%	4,935,768	5
6 Accrued vacation and sick pay	5,192,653	(742,939)	-14.3%	4,449,714	24,291	0.5%	4,425,423	6
7 Net pension obligation	40,021,010	(45,381)	-0.1%	39,975,629	(1,930,945)	-4.6%	41,906,574	7
8 Other postretirement benefits liability	64,754,173	26,284,493	40.6%	91,038,666	12,896,352	16.5%	78,142,313	8
9 Bonds payable (net of current maturities)	283,467,002	42,206,465	14.9%	325,673,467	48,485,354	17.5%	277,188,113	9
10 Special Community Disaster Loan Payable	-	-	0.0%	-	-	0.0%	-	10
11 Southeast Louisiana Project liability	-	-	0.0%	-	-	0.0%	-	11
12 Debt Service Assistance Fund Loan payable	31,325,610	(3,178,103)	-10.1%	28,147,507	-	0.0%	28,147,507	12
13 Customer deposits	-	-	0.0%	-	-	0.0%	-	13
14 Total long-term liabilities	429,349,151	64,871,600	15.1%	494,220,751	59,475,052	13.7%	434,745,698	14
<b>Current liabilities (payable from current assets)</b>								
15 Accounts payable and other liabilities	12,444,847	4,583,418	36.8%	17,028,266	(20,367,449)	-54.5%	37,395,714	15
16 Due to City of New Orleans	-	-	0.0%	-	-	0.0%	-	16
17 Disaster Reimbursement Revolving Loan	-	-	0.0%	-	-	0.0%	-	17
18 Retainers and estimates payable	1,768,517	1,494,099	84.5%	3,262,616	686,286	26.6%	2,576,330	18
19 Due to other fund	89,891	10,323	11.5%	100,214	-	0.0%	100,214	19
20 Accrued salaries	(687,915)	(40,884)	5.9%	(728,799)	131,824	-15.3%	(860,623)	20
21 Claims payable	1,523,481	(16,951)	-1.1%	1,506,529	-	0.0%	1,506,529	21
22 Other postretirement benefits liability	2,907,694	(118,336)	-4.1%	2,789,358	70,785	2.6%	2,718,573	22
23 Debt Service Assistance Fund Loan payable	3,037,178	140,925	4.6%	3,178,103	-	0.0%	3,178,103	23
24 Advances from federal government	-	-	0.0%	-	-	0.0%	-	24
25 Other Liabilities	612,262	(655,440)	-107.1%	(43,178)	(43,978)	-5498.7%	800	25
26 Total current liabilities (payable from current assets)	21,695,955	5,397,154	24.9%	27,093,108	(19,522,532)	-41.9%	46,615,640	26
<b>Current liabilities (payable from restricted assets)</b>								
27 Accrued interest	1,045,542	(153,989)	-14.7%	891,553	-	0.0%	891,553	27
28 Bonds payable	12,307,000	32,846	0.3%	12,339,846	-	0.0%	12,339,846	28
29 Retainers and estimates payable	-	-	0.0%	-	-	0.0%	-	29
30 Total current liabilities (payable from restricted assets)	13,352,542	(121,143)	-0.9%	13,231,399	-	0.0%	13,231,399	30
31 TOTAL CURRENT LIABILITIES	35,048,497	5,276,011	15.1%	40,324,507	(19,522,532)	-32.6%	59,847,039	31
32 TOTAL LIABILITIES	464,397,648	70,147,611	15.1%	534,545,258	39,952,521	8.1%	494,592,738	32
<b>Deferred inflows or resources:</b>								
33 Amounts related to net pension liability	1,611,906	542,964	33.7%	2,154,870	2,008,387	1371.1%	146,483	33
34 Amounts related to total OPEB liability	14,873,070	(9,457,426)	-63.6%	5,415,644	(4,767,413)	-46.8%	10,183,057	34
35 TOTAL DEFERRED INFLOWS OF RESOURCES	16,484,976	(8,914,462)	-54.1%	7,570,515	(2,759,025)	-26.7%	10,329,540	35
36 Total Net Position, Liabilities and Deferred Inflows of Resources	1,398,971,313	98,985,620	7.1%	1,489,042,471	50,198,323	3.5%	1,438,844,148	36

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**DRAINAGE SYSTEM FUND**  
**STATEMENTS OF NET POSITION**  
**WITH PRIOR YEAR AND BEGINNING OF YEAR COMPARISONS**  
**November 2024 Financials**

		A	B	C	D	E	F	G	
Assets									
		Prior			Current			Beginning of	
Noncurrent assets:		Year	Variance	%	Year	Variance	%	Year	
1	Property, plant and equipment	2,240,933,472	80,684,723	3.6%	2,321,618,195	51,026,941	2.2%	2,270,591,254	1
2	Less: accumulated depreciation	491,926,700	27,331,426	5.6%	519,258,126	29,609,169	6.0%	489,648,957	2
3	Property, plant, and equipment, net	1,749,006,772	53,353,297	3.1%	1,802,360,069	21,417,772	1.2%	1,780,942,297	3
Restricted cash, cash equivalents, and investments									
4	Cash and cash equivalents restricted for capital projects	51,305,641	(8,052,118)	0.0%	43,253,523	243,887	0.6%	43,009,636	4
5	Debt service	10,117,701	4,153	0.0%	10,121,854	10,114,938	146254.2%	6,916	5
6	Debt service reserve	-	-	0.0%	-	-	0.0%	-	6
7	Health insurance reserve	845,232	27,400	3.2%	872,632	-	0.0%	872,632	7
8	Total restricted cash, cash equivalents, and investments	62,268,573	(8,020,565)	-12.9%	54,248,008	10,358,825	23.6%	43,889,184	8
Current assets:									
Unrestricted and undesignated									
9	Cash and cash equivalents	38,250,390	6,718,531	17.6%	44,968,921	20,279,267	82.1%	24,689,654	9
Accounts receivable:		-							
10	Customers (net of allowance for doubtful accounts)	-	-	0.0%	-	-	0.0%	-	10
11	Taxes	(134,766)	456,467	-338.7%	321,701	(2,777,230)	-89.6%	3,098,931	11
12	Interest	-	-	0.0%	-	-	0.0%	-	12
13	Grants	11,647,812	11,908,754	102.2%	23,556,566	4,333,279	22.5%	19,223,287	13
14	Miscellaneous	836,229	1,135,448	135.8%	1,971,677	1,223,059	163.4%	748,618	14
15	Due from (to) other internal departments	(4,895,643)	2,069,584	-42.3%	(2,826,059)	2,205,395	-43.8%	(5,031,454)	15
16	Inventory of supplies	1,290,882	49,779	3.9%	1,340,662	-	0.0%	1,340,662	16
17	Prepaid expenses	229,843	106,402	46.3%	336,245	-	0.0%	336,245	17
18	Total unrestricted current assets	47,224,748	22,444,965	47.5%	69,669,713	25,263,771	56.9%	44,405,942	18
Other assets:									
19	Funds from/for customer deposits	-	-	0.0%	-	-	0.0%	-	19
20	Deposits	10,400	-	0.0%	10,400	-	0.0%	10,400	20
21	Total other assets	10,400	-	0.0%	10,400	-	0.0%	10,400	21
22	TOTAL ASSETS	1,858,510,494	67,777,697	37.7%	1,926,288,190	57,040,368	81.7%	1,869,247,823	22
Deferred outflows or resources:									
23	Deferred amounts related to net pension liability	9,994,149	(5,845,050)	-58.5%	4,149,099	(3,917,293)	-48.6%	8,066,392	23
24	Deferred amounts related to OPEB	377,101	18,556,818	4920.9%	18,933,919	7,691,491	68.4%	11,242,428	24
25	Deferred loss on bond refunding	-	-	0.0%	-	-	0.0%	-	25
26	TOTAL DEFERRED OUTFLOWS OF RESOURCES	10,371,250	12,711,768	122.6%	23,083,019	3,774,198	19.5%	19,308,821	26
27	TOTAL ASSETS AND TOTAL DEFERRED OUTFLOWS	1,868,881,744	80,489,465	160.3%	1,949,371,209	60,814,566	101.2%	1,888,556,643	27

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**DRAINAGE SYSTEM FUND**  
**STATEMENTS OF NET POSITION**  
**WITH PRIOR YEAR COMPARISONS**  
**November 2024 Financials**

	A	B	C	D	E	F	G	
	Prior Year	Variance	%	Current Year	Variance	%	Beginning of Year	
<b>NET ASSETS AND LIABILITIES</b>								
<b>Net position</b>								
1 Net investments in capital assets	2,523,908,292	(928,196,831)	-36.8%	1,595,711,461	(955,591,305)	-37.5%	2,551,302,766	1
2 Restricted for Debt Service	10,117,701	4,153	0.0%	10,121,854	10,114,938	146254.2%	6,916	2
3 Unrestricted	(1,101,979,246)	999,658,819	-90.7%	(102,320,427)	1,005,109,713	-90.8%	(1,107,430,140)	3
4 Total net position	1,432,046,747	71,466,141	5.0%	1,503,512,888	59,633,346	4.1%	1,443,879,542	4
<b>Long-term liabilities</b>								
5 Claims payable	35,173,152	550,883	1.6%	35,724,035	-	0.0%	35,724,035	5
6 Accrued vacation and sick pay	2,340,253	86,507	3.7%	2,426,760	10,868	0.4%	2,415,892	6
7 Net pension obligation	40,021,011	(45,382)	-0.1%	39,975,629	(1,930,945)	-4.6%	41,906,574	7
8 Other postretirement benefits liability	64,754,174	29,189,667	45.1%	93,943,840	15,801,526	20.2%	78,142,314	8
9 Bonds payable (net of current maturities)	36,690,000	(8,640,000)	-23.5%	28,050,000	-	0.0%	28,050,000	9
10 Special Community Disaster Loan Payable	-	-	0.0%	-	-	0.0%	-	10
11 Southeast Louisiana Project liability	215,257,520	(2,045,390)	-1.0%	213,212,131	(2,045,390)	-1.0%	215,257,520	11
12 Debt Service Assistance Fund Loan payable	-	-	0.0%	-	-	0.0%	-	12
13 Customer deposits	-	-	0.0%	-	-	0.0%	-	13
14 Total long-term liabilities	394,236,110	19,096,285	4.8%	413,332,395	11,836,059	2.9%	401,496,336	14
<b>Current liabilities (payable from current assets)</b>								
15 Accounts payable and other liabilities	10,270,231	(1,014,312)	-9.9%	9,255,918	(6,091,083)	-39.7%	15,347,001	15
16 Due to City of New Orleans	-	-	0.0%	-	-	0.0%	-	16
17 Disaster Reimbursement Revolving Loan	-	-	0.0%	-	-	0.0%	-	17
18 Retainers and estimates payable	2,315,158	2,310,339	99.8%	4,625,497	714,456	18.3%	3,911,041	18
19 Due to other fund	110,693	15,776	14.3%	126,469	-	0.0%	126,469	19
20 Accrued salaries	700,715	305,165	43.6%	1,005,879	352,806	54.0%	653,073	20
21 Claims payable	1,364,457	(44,351)	-3.3%	1,320,106	-	0.0%	1,320,106	21
22 Total OPEB liability, due within one year	2,907,694	(118,336)	-4.1%	2,789,358	70,785	2.6%	2,718,573	22
23 Debt Service Assistance Fund Loan payable	-	-	0.0%	-	-	0.0%	-	23
24 Advances from federal government	-	-	0.0%	-	-	0.0%	-	24
25 Other Liabilities	16,016	(37,605)	-234.8%	(21,589)	(37,605)	-234.8%	16,016	25
26 Total current liabilities (payable from current assets)	17,684,963	1,416,674	8.0%	19,101,638	(4,990,641)	-20.7%	24,092,279	26
<b>Current liabilities (payable from restricted assets)</b>								
27 Accrued interest	118,948	-	0.0%	118,948	-	0.0%	118,948	27
28 Bonds payable	8,310,000	330,000	4.0%	8,640,000	-	0.0%	8,640,000	28
29 Retainers and estimates payable	-	-	0.0%	-	-	0.0%	-	29
30 Total current liabilities (payable from restricted assets)	8,428,948	330,000	3.9%	8,758,948	-	0.0%	8,758,948	30
31 TOTAL CURRENT LIABILITIES	26,113,911	1,746,674	6.7%	27,860,586	(4,990,641)	-15.2%	32,851,227	31
32 TOTAL LIABILITIES	420,350,021	20,842,960	5.0%	441,192,981	6,845,419	1.6%	434,347,562	32
<b>Deferred inflows or resources:</b>								
33 Amounts related to net pension liability	1,611,906	(2,362,210)	-146.5%	(750,304)	(896,787)	-612.2%	146,483	33
34 Amounts related to total OPEB liability	14,873,069	-	0.0%	5,415,643	-	0.0%	10,183,056	34
35 TOTAL DEFERRED INFLOWS OF RESOURCES	16,484,975	(11,819,636)	-71.7%	4,665,340	(5,664,199)	-54.8%	10,329,539	35
36 Total Net Position, Liabilities and Deferred Inflows of Resources	1,868,881,744	92,309,101	4.9%	1,949,371,209	60,814,565	3.2%	1,888,556,643	36

**OFFICE OF GENERAL SUPERINTENDENT  
SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**JANUARY 22, 2025**

To the Honorable President and members of the Sewerage and Water Board of New Orleans, the following report for the month of **December** is presented herewith:

<b>Contract Number</b>	<b>Contractor</b>	<b>Project</b>	<b>O&amp;M</b>	<b>Capital</b>	<b>Dec-24</b>
<b>1376</b>	M.R. Pittman Group, LLC	Water Hammer Hazard Mitigation Program - Panola & High Lift PS Rehab		X	66%
<b>1415</b>	M.R. Pittman Group, LLC	Power Complex - Foundations and Underground Package		X	99%
<b>1417</b>	Walter J. Barnes Electric Co., Inc	Power Complex - Static Frequency Changers Purchase		X	92%
<b>1420</b>	Barnes/Frischertz A Joint Venture	Power Complex - Installation and Commissioning Equipment		X	25%
<b>1443</b>	M.R. Pittman Group, LLC	Power Complex - Water Line Tie-In		X	40%
<b>1452</b>	Industrial & Mechanical Contractors	Sycamore Filter Gallery Rehabilitation - Phase 4		X	10%
<b>1457</b>	Utility Service Company	Algiers Water Tower Sandblasting and Coating		X	100%
<b>2162</b>	Boh Bros. Construction Co, LLC	Water Point Repair	X		96%
<b>2163</b>	Boh Bros. Construction Co, LLC	Water Point Repair	X		76%
<b>2164</b>	Boh Bros. Construction Co, LLC	Water Line Replacement and Extensions		214-00	89%
<b>5254</b>	Xylem	DPS 10 Pump #1 Repair		X	100%
<b>5258</b>	Conhagen	DPS 10 Pump #1 Installation		X	100%
<b>5260</b>	Conhagen	DPS 14 Pump #3 Change Bearings		X	50%
<b>8166</b>	Wallace C. Drennan, Inc	Water Line Replacement and Extensions	X		100%
<b>30229</b>	BLD Services, LLC	Carrollton Sewer Rehabilitation Basin No. 1		317-11	73%
<b>30230</b>	BLD Services, LLC	Carrollton Sewer Rehabilitation Basin No. 2		317-11	62%
<b>30232</b>	BLD Services, LLC	Carrollton Sewer Rehabilitation Basin No. 3		317-11	81%
<b>30233</b>	Hard Rock, LLC	Carrollton Sewer Rehabilitation Basin No. 4		317-08	93%
<b>30235</b>	BLD Services, LLC	Carrollton Sewer Rehabilitation Basin No. 5		X	55%
<b>30238</b>	Wallace C. Drennan, Inc	Manhole to Manhole and Sewer Point Repair		310-00	76%
<b>30244</b>	CES	Cleaning & CCTV Inspection	X		89%



<b>Contract Number</b>	<b>Contractor</b>	<b>Project</b>	<b>O&amp;M</b>	<b>Capital</b>	<b>Dec-24</b>
<b>30246</b>	Wallace C. Drennan, Inc	Sewer Rehabilitation	X		65%
<b>30248</b>	Fleming Construction Co., LLC	Carrollton Sewer Rehabilitation Basin No. 7		317-08	100%
<b>30249</b>	Impetus Infrastructure, LLC	Carrollton Sewer Rehabilitation Basin No. 8		317-08	98%
<b>30251</b>	BLD Services, LLC	Carrollton Sewer Rehabilitation Basin No. 10		317-08	94%
<b>30252</b>	BLD Services, LLC	Carrollton Sewer Rehabilitation Basin No. 11		317-08	98%
<b>30253</b>	BLD Services, LLC	Carrollton Sewer Rehabilitation Basin No. 12		317-08	97%
<b>30254</b>	BLD Services, LLC	Carrollton Sewer Rehabilitation Basin No. 13		317-08	96%
<b>30255</b>	Fleming Construction Co., LLC	Carrollton Sewer Rehabilitation Basin No. 14		317-08	53%
<b>30256</b>	Hard Rock, LLC	Carrollton Sewer Rehabilitation Basin No. 15		317-08	76%
<b>30257</b>	Wallace C. Drennan, Inc	Carrollton Sewer Rehabilitation Basin No. 16		317-08	52%
<b>30258</b>	Wallace C. Drennan, Inc	Carrollton Sewer Rehabilitation Basin No. 17		317-08	80%
<b>30259</b>	Wallace C. Drennan, Inc	Carrollton Sewer Rehabilitation Basin No. 18		317-08	41%
<b>30260</b>	Hard Rock, LLC	Carrollton Sewer Rehabilitation Basin No. 19		X	46%
<b>30261</b>	Hard Rock, LLC	Carrollton Sewer Rehabilitation Basin No. 20		X	2%
<b>30264</b>	CES	Cleaning & CCTV Inspection	X		14%
<b>TM010</b>	N/A	Decatur and St. Peter Transmission Main Project	X	175-13	0%
<b>TM011</b>	Cycle Construction	S. Claiborne at 3rd Street Transmission Main Project	X	175-13	92%

## **PLUMBING DEPARTMENT**

Submitted herewith is the monthly report for work performed by the Plumbing Department.

There were 183 Plumbing permits issued in December 2024. This department complied with 369 requests for Plumbing Inspections, which consisted of inspections conducted with Licensed Plumbing Contractors, Property Owners, Tenants, Department of Health and Hospitals Sanitarians, and Environmental Inspectors. There were four investigations during the month of December 2024.

The following numbers are the permits issued and inspections conducted:

Permits Issued	October 2024	November 2024	December 2024	December 2023	2024 YTD
Plumbing Permits Issued	284	267	183	206	2,518
Backflow Install Permits	000	024	038	000	
Total	284	291	221	206	

Inspections Conducted	October 2024	November 2024	December 2024	December 2023	2024 YTD
Water	237	228	187	235	4,438
Special	008	006	004	006	
Final	215	141	174	113	
Total	460	375	365	354	

Investigations Conducted	October 2024	November 2024	December 2024	December 2023	2024 YTD
Investigations	8	4	4	0	63

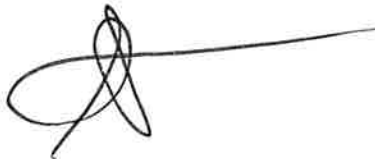
### **RAINFALL REPORT FOR DECEMBER 2024**

The rainfall for the month of December was 3.85," compared to the 131-year average of 4.70" for the month of December. The cumulative rainfall through the **twelfth** month of the year was 68.93," compared to the 131-year average of 59.31".

### **AVERAGE DAILY PUMPAGE FOR THE MONTH OF DECEMBER 2024**

Eastbank (New Orleans)	155.50 Million Gallons Per Day
Westbank (Algiers)	12.81 Million Gallons Per Day

Respectfully submitted,

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line extending to the right.

STEPHEN NELSON, P.E.  
GENERAL SUPERINTENDENT

SN/ND  
GENSUP%01-22-25

**SEWERAGE AND WATER BOARD OF NEW ORLEANS  
OFFICE OF SPECIAL COUNSEL**

**January 22, 2025**

**To the Honorable President and Members of the Sewerage and Water Board of New Orleans:**

The following represents Legal Department's report of activities for December 2024.

**DECEMBER 2024 FURNISHING CONTRACTS**  
**EXECUTED BEFORE SPECIAL COUNSEL**

There were no fully executed furnishing contracts for December 2024.

**DECEMBER 2024 CIVIL SUITS FILED AGAINST BOARD**

Antonio Zavala v. SWBNO, et al; No. CDC 24-06327; Auto Liability

Bradley Earl Nodier v. SWBNO, et al; No. CDC 24-10582; Property Damages

Nelson Perdomo Flores v. SWBNO, et al.; No. CDC 24-8502; Auto Liability

**Respectfully submitted,**

  
**YOLANDA Y. GRINSTEAD**  
**SPECIAL COUNSEL**

December 2024

## SWBNO SAFETY REPORT



## Executive Summary

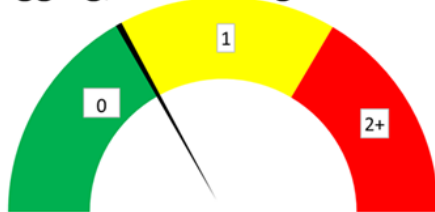
We are pleased to present the December 2024 Safety Report. The purpose of this report is to present data tracked by the Safety Department, Risk Management Office, Claims Office, Accident Review Board, and the Workers' Compensation Office, and to provide a summary of actions taken to improve employee safety and reduce risks in our operations. The data collected by the departments are analyzed on a monthly basis for both leading and lagging indicators to identify emerging risks, measure the impact of previously implemented policies, and to pinpoint areas of operations where additional safety training would be most beneficial.

The 2024 end-of-year Safety Report indicates that significant and impactful progress in several areas of Safety, Risk Management, and Workers' Compensation has been made. Recordable employee safety incidents are down 28% over 2023's totals. Safety can report that 62% of current employees have completed either OSHA 10 training, OSHA 30 training, or both, which is up from 59% at the close of 2023. Workers' Compensation total open claims are down 21% since January 1, 2024, and the number of extended open Workers' Compensation claims (older than one year) decreased by 39% over the past 12 months. The combined efforts of Risk Management and Safety are leading to a decline in the frequency and severity of employee injuries, which makes the Board a safer place to work. The departments will continue to seek out opportunities to ensure that the Board's employees have the knowledge and skill sets, training, personal protective equipment, and tools they need to remain injury-free while on the job.

Please note that this report is the product of a collaboration between the Safety and Risk Management departments, and is broken down into five sections:

1. Safety
2. Accident Review Board
3. Workers' Compensation
4. Claims Office
5. Risk Management

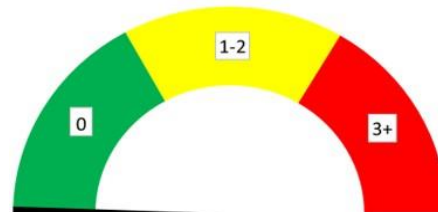
### Digging/Excavating Incidents



1 Digging/Excavating Incident

Target: 0 Digging/Excavating Incidents

### Motor Vehicle Incidents



0 Motor Vehicle Incidents

Target: 0 Motor Vehicle Incidents

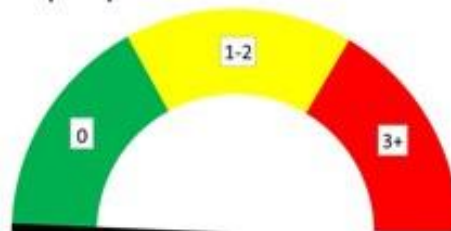
### Recordable Injuries



0 Recordable Injuries

Target: 0 Recordable Injuries

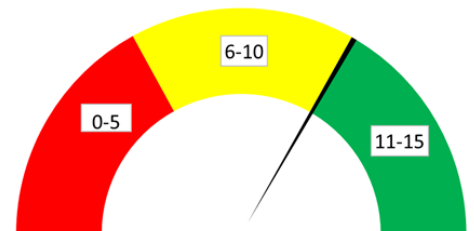
### Improper PPE Use Incidents



0 Improper PPE Use Incidents

Target: 0 Improper PPE Use Incidents

### OSHA Training Completions



11 OSHA Training Completions

Target: 10+ OSHA Training Completions

# Safety

## Safety Incident Investigation Report

Below is the Safety Incident Investigation tracking report for incidents that required a Safety Investigation. The report outlines the events leading up to the incident and recommended action to prevent the same type of incident from happening again. These incidents are included in the data reported on the usage of proper PPE and were the result of Safety Department investigations closed during the current reporting period, which do not necessarily represent incidents that occurred during the current reporting period.

Department	Date of Incident	Description	Recommended Action	Closed Date	Proper PPE Usage
Networks	11/20/2024	Employee was in a hole making repairs on a sewer main when some of the mud in the hole fell from the wall, landing on the employee's back, neck, head, and chest areas.	The Safety Department recommends that supervisors train crews on the use of Personal Protective Equipment (PPE), including Personal Protective Equipment for eyes, face, head, and extremities. Protective clothing, respiratory devices, and protective shields and barriers should be provided. Safety recommends when hard hats impede operations or do not fit properly, employees should change hats or tighten the chin straps or headband for stability. Employees should not enter or work in excavation holes at any time without the required PPE. Safety recommends that supervisors issue Tyvek suits to all employees repairing sewer lines to prevent exposure to hazardous sewer water.	12/9/2024	Yes
Call Center	12/6/2024	Employee was opening a door at the same time another employee was exiting the door from the other side. The opening door made contact with employee's wrist, causing swelling.	Employees must always stay alert and use situational awareness when entering and exiting double doors to help prevent anyone from being struck by the doors or from colliding with another person attempting to utilize the same doors. To be situationally aware, a person must perceive that there is a hazard/danger, comprehend how that danger poses a threat to them, and project how best to navigate that danger to stay out of harm. When using double doors, the path of travel should be through the right side door. Exiting to the right is often considered a standard safety practice in many buildings and situations, which helps to minimize confusion during an emergency. Choosing to consistently exit to the right encourages employees to naturally move in the same direction of travel and this best practice can help reduce employees colliding when entering through the same door from opposite sides. Installing larger windows on double doors to increase visibility of traffic flow on both sides of the doors, adding arrows/signage encouraging employees to use the right side door as their path of travel, and using caution when traveling through doors in corridors and lobby areas would reduce the risk of this type of incident from happening again.	12/6/2024	N/A

# Safety

## Safety Training

The Safety Department has conducted the following safety training since last month:

OSHA Training (11 employees)

Dropped Objects on the Job

## Safety Coordinators

Completed 46 job site visits and inspections.

## Safety Liaison Program

The Safety Liaison Program participants completed six Job Hazard Analyses.

## Safety Hazard Issues

There were no safety hazards reported.

## Safety Investigations

There were two safety investigations closed this month.



## Recordable Injuries by Department

Departmental View of Recordable Injuries: 2024	
Department	Recordable Injuries
Meter Reading and Investigation	1
Meter Shop	1
Networks (Emergency)	2
Networks (Field Service Center)	1
Networks (Zone 2)	1
Networks (Zone 3)	2
Networks (Zone 5)	1
Networks (Zone 7)	1
Pumping and Power	1
Pumping Operations	1
Welding and Fabrication	1
<b>Total</b>	<b>13</b>

## OSHA 10 AND OSHA 30 TRAINING

### SWBNO Employee OSHA 10 Completions by Month

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
2024	5	32	16	7	13	10	9	11	6	12	4	11	132
2023	7	9	19	5	10	16	10	16	38	32	8	6	176
2022	12	17	19	17	24	30	12	34	46	36	54	22	323
2021	1	5	1	0	0	9	10	0	0	1	0	0	27
2020	0	0	0	0	0	0	0	0	4	1	1	2	8

### SWBNO Employee OSHA 30 Completions by Month

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
2024	10	0	0	11	0	2	0	9	0	0	6	0	38
2023	1	10	5	8	6	0	0	11	0	15	0	0	56
2022	1	0	1	0	1	0	1	0	1	1	0	1	7
2021	1	0	0	0	1	0	0	0	1	2	0	0	5
2020	0	0	0	0	0	1	0	0	0	0	1	0	2



## Accident Review Board

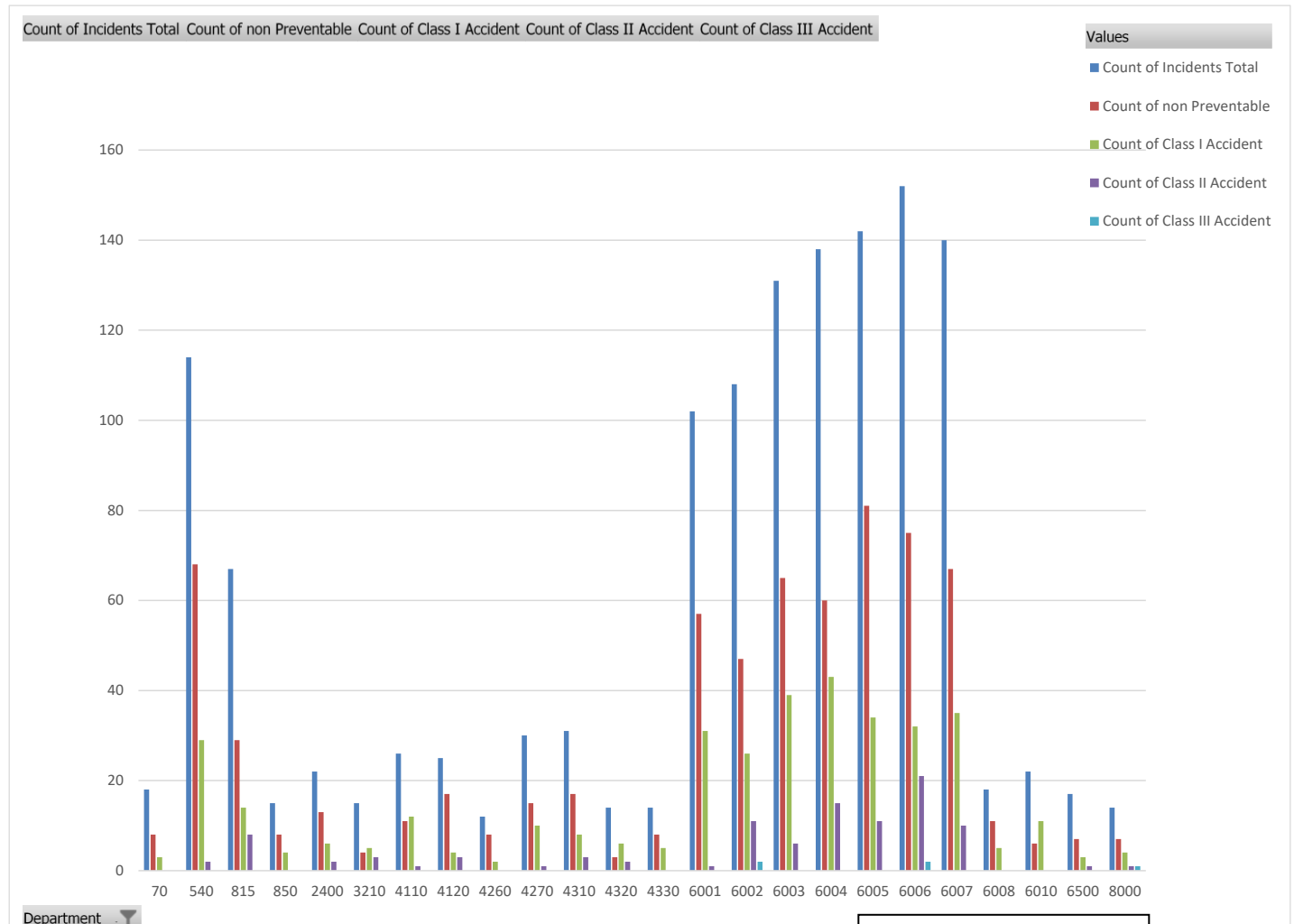
2007-2024

The Purpose and Mission of the Accident Review Board is to reduce the number of safety related incidents and injuries to Sewerage and Water Board equipment and staff. We strive to reduce incidents by recognizing areas that need improvement and create training opportunities to mitigate any future incidents.

## Accident Review Board Data

The graph reflects the information collected in the Safety Unit, ARB folders with 10 or more accidents from 2007-2024 by Department Organization Codes. Please see the next page for ARB Classification Descriptions.

\*2024 data still in review

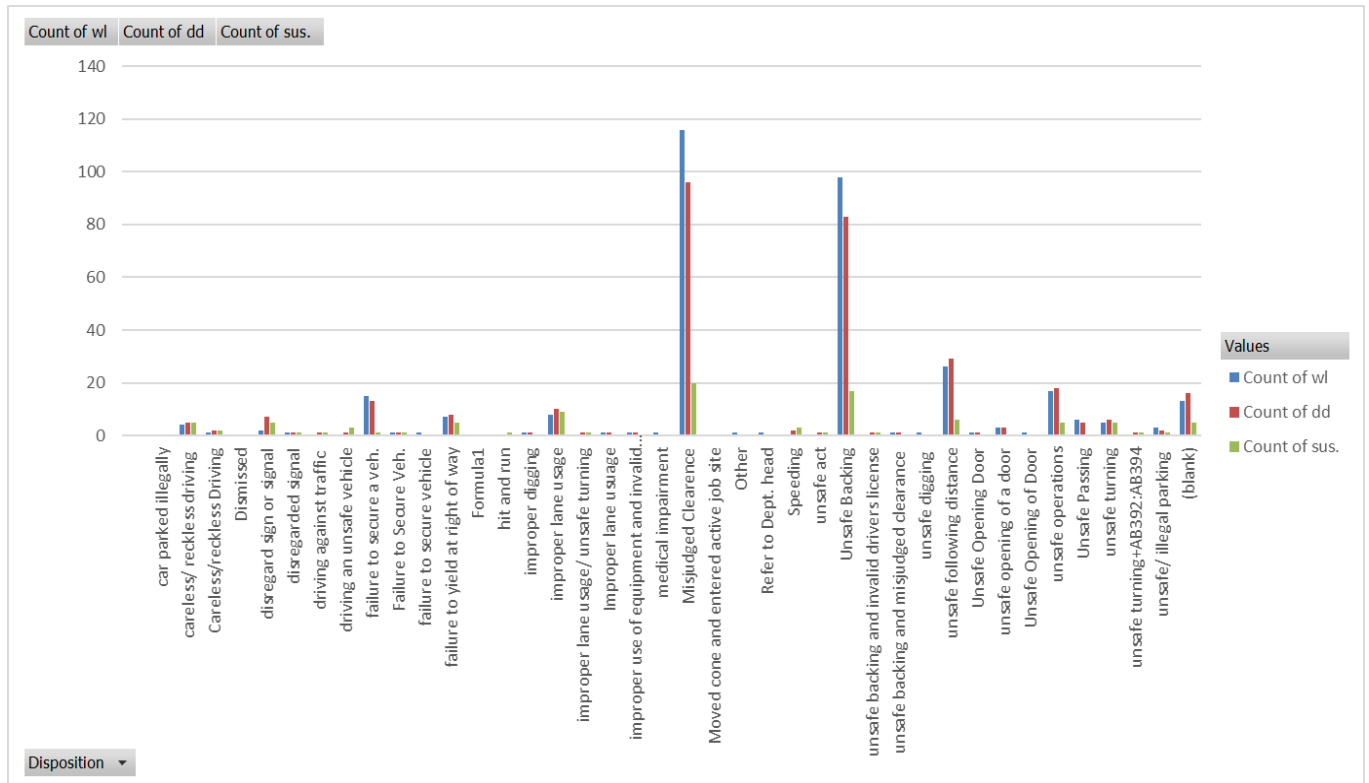


\*Chart lists departments with 10 or more incidents.

6001-Networks Zone 1  
 6002-Networks Zone 2  
 6003-Networks Zone 3  
 6004-Networks Zone 4  
 6005-Networks Zone 5  
 6006-Networks Zone 6  
 6007-Networks Zone 7  
 6010-Field Service Center  
 6500-Technical Services  
 0540-Meter Reading  
 0815-Grounds Maintenance  
 0850-Warehouse & Grounds  
 4110-Outside Systems  
 4120-In Plant Systems  
 4270-Meter Repairs  
 4310-Carrollton



## Accident Review Board Data



### Disposition Legend

wl: warning letter

dd: defensive driving

sus.: suspension

# ARB CLASSIFICATION DESCRIPTIONS

## Offense Classifications

A preventable “Vehicle”, “Heavy Equipment” and “Non-Vehicular” accident falls into one of three classifications, Class I, II, or III, defined as follows:

- **Class I Accident** is an accident in which the involved employee(s) shared a portion or all the responsibility for its occurrence. The potential severity of a Class I accident is considered by the ARB to be minor in nature. A Class I accident remains on an employee’s record for one (1) year.
- **Class II Accident** is an accident in which the involved employee(s) shared a portion or all the responsibility for its occurrence. The potential severity of a Class II accident is considered by the ARB to be of serious consequence. A Class II accident remains on an employee’s record for two (2) years.
- **Class III Accident** is an accident in which the involved employee(s) has flagrantly disregarded traffic laws and safe driving or operational practices. Any accident in which there is the potential for loss of life, severe, and long-lasting debilitating injuries and/or extensive property damage is classified as a Class III accident. A Class III accident remains on an employee’s record for three years.



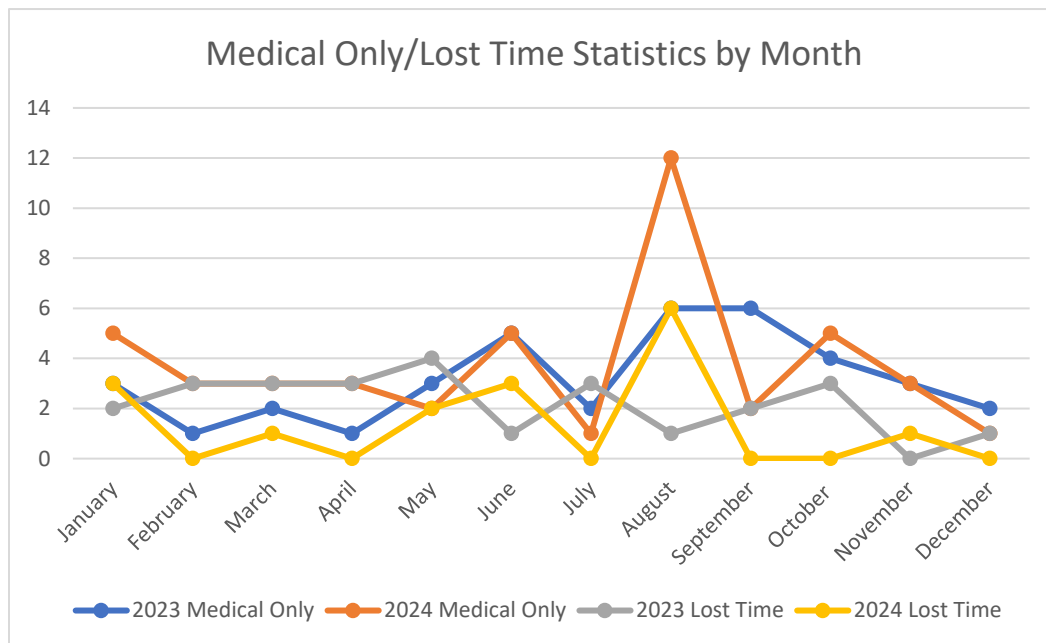
## ARB HEARING OUTCOMES

November 2024 Accident Review Board Findings					
Type of Incident	Number of Incidents	Assigned Defensive Driving	Issued Warning Letter	Recommended Suspension	Specific Training Assigned
<b>Non-Preventable</b>	<b>5</b>				
<b><u>Class 1:</u></b>	<b>6</b>				
<b>Misjudged Clearance</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	
<b>Unsafe Operations</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Unsafe Backing</b>	<b>5</b>	<b>1</b>	<b>5</b>	<b>1</b>	
<b><u>Failure to secure veh.</u></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b><u>Unsafe Following distance</u></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b><u>Failure to yield</u></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b><u>Unsafe turning</u></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b><u>Class II:</u></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Disregarded signal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b><u>Class III:</u></b>	<b>1</b>				
<b>Misjudged Clearance</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	

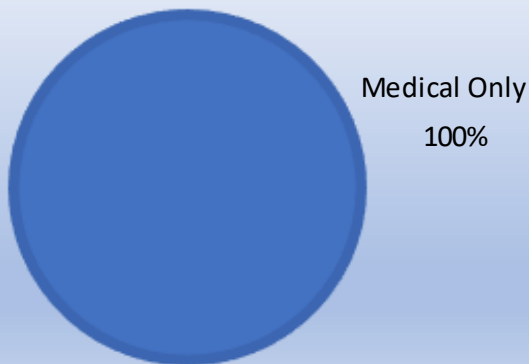
These findings represent the outcomes of hearings held in this reporting period, and do not necessarily relate to incidents which occurred in the reporting period.



## Workers' Compensation Monthly Claims Statistics



### DECEMBER 2024 WORKERS' COMPENSATION CLAIMS



Medical Only: One of one claim required medical treatment only and the employee returned to work within a week.

Lost Time: There were no reported claims that required medical treatment and paid wages as no employees were not able to return to work within the week of the injury.

Goal: The Safety Department will evaluate claims in a timely manner that ensures proper Personal Protective Equipment (PPE) and safety training are made available to department managers to reduce accidents. The Workers' Compensation Office will evaluate claims in a timely manner that ensures prompt medical treatment so that employees are returned into the workforce as efficiently and medically stable as possible. This will aid in maintaining an active and healthy workforce.





## Workers' Compensation Claims Tracking

### Total Open Claims by Date\*

<b>Number of Open Claims (12-03-2024)</b>	<b>Number of Open Claims (01-02-2025)</b>	<b>Net Change</b>
15	15	0

### Total Extended Open Claims by Date (Claims Open Longer than One Year)

<b>Number of Extended Open Claims (12-01-2024)</b>	<b>Number of Extended Open Claims (01-01-2025)</b>	<b>Net Change</b>
11	11	0

\*Number of claims are captured on payroll dates and are based on total weekly and bi-weekly payroll indemnity recipients, and do not include medical-only claims.

## Workers' Compensation Claims Settled

Date of Injury	Date Settlement Finalized	Projected Future Indemnities	Projected Future Medicals	Projected Future Exposure Total	Settlement Amount	Projected Savings
April 16, 2014	December 20, 2021	\$24,286.08	\$60,481.74	\$84,767.82	\$24,000.00	<b>\$60,767.82</b>
July 20, 1983	February 25, 2022	\$0.00*	\$15,000.00	\$15,000.00	\$14,000.00	<b>\$1,000.00</b>
June 20, 2019	April 13, 2022	\$210,702.96	\$10,000.00	\$220,702.96	\$67,500.00	<b>\$153,202.96</b>
July 2, 2018	April 13, 2022	\$197,664.04	\$19,289.42	\$216,953.46	\$75,000.00	<b>\$141,953.46</b>
January 22, 1996	April 13, 2022	\$251,059.38	\$65,000.00	\$316,059.38	\$150,000.00	<b>\$166,059.38</b>
September 14, 2018	April 13, 2022	\$118,950.28	\$37,175.22	\$156,125.50	\$67,000.00	<b>\$89,125.50</b>
June 11, 2018	April 13, 2022	\$175,000.00	\$160,000.00	\$335,000.00	\$110,000.00	<b>\$225,000.00</b>
November 26, 2019	May 31, 2022	\$150,169.76	\$100,000.00	\$250,169.76	\$87,500.00	<b>\$162,669.76</b>
February 28, 2000	June 3, 2022	\$0.00	\$184,250.00	184,250.00	\$21,000.00	<b>\$163,250.00</b>
August 4, 2016	June 13, 2022	\$85,000.00	\$1,534,187.18	\$1,619,187.18	\$10,000.00	<b>\$1,609,187.18</b>
March 8, 2019	August 10, 2022	\$70,785.83	\$14,781.80	\$85,567.63	\$82,781.80	<b>\$2,785.83</b>
November 1, 2015	November 9, 2022	\$393,089.04	\$904,521.41	\$1,297,610.45	\$50,000.00	<b>\$1,247,610.45</b>
November 3, 2009	February 6, 2023	\$178,000.00	\$2,200,000.00	\$2,378,000.00	\$170,000.00	<b>\$2,208,000.00</b>
January 4, 2016	February 10, 2023	\$51,311.00	\$740,000.00	\$791,311.00	\$45,000.00	<b>\$746,311.00</b>
January 8, 1997	March 27, 2023	\$249,186.00	\$81,922.36	\$331,108.36	\$120,000.00	<b>\$211,108.36</b>
March 25, 2020	September 28, 2023	\$4,944.16	\$220,000.00	\$224,944.16	\$24,000.00	<b>\$200,944.16</b>
February 2, 2020	August 7, 2024	\$395,142.54	\$17,334.03	\$412,476.57	\$97,500.00	<b>\$314,976.57</b>
April 2, 1984	August 9, 2024	\$79,337.64	\$43,213.22	\$122,550.86	\$85,000.00	<b>\$37,550.86</b>
February 26, 2017	November 22, 2024	\$290,876.22	\$20,430.82	\$311,307.04	\$80,430.82	<b>\$230,876.22</b>
July 19, 2019	November 19, 2024	\$138,473.82	\$10,000.00	\$148,473.82	\$40,000.00	<b>\$108,473.82</b>

**Total projected savings for claims settled since October 2021: \$8,080,853.33**

These claims include those that had open payroll indemnity benefits; settlement of medical-only claims is not included. Underlined dates represent settlements finalized in the current Safety Report's reporting period.

\*Although there was no statutory future indemnity exposure, indemnities were still being paid, and would have continued to be paid in the absence of settlement or termination of indemnities, which likely would have resulted in litigation and associated costs.



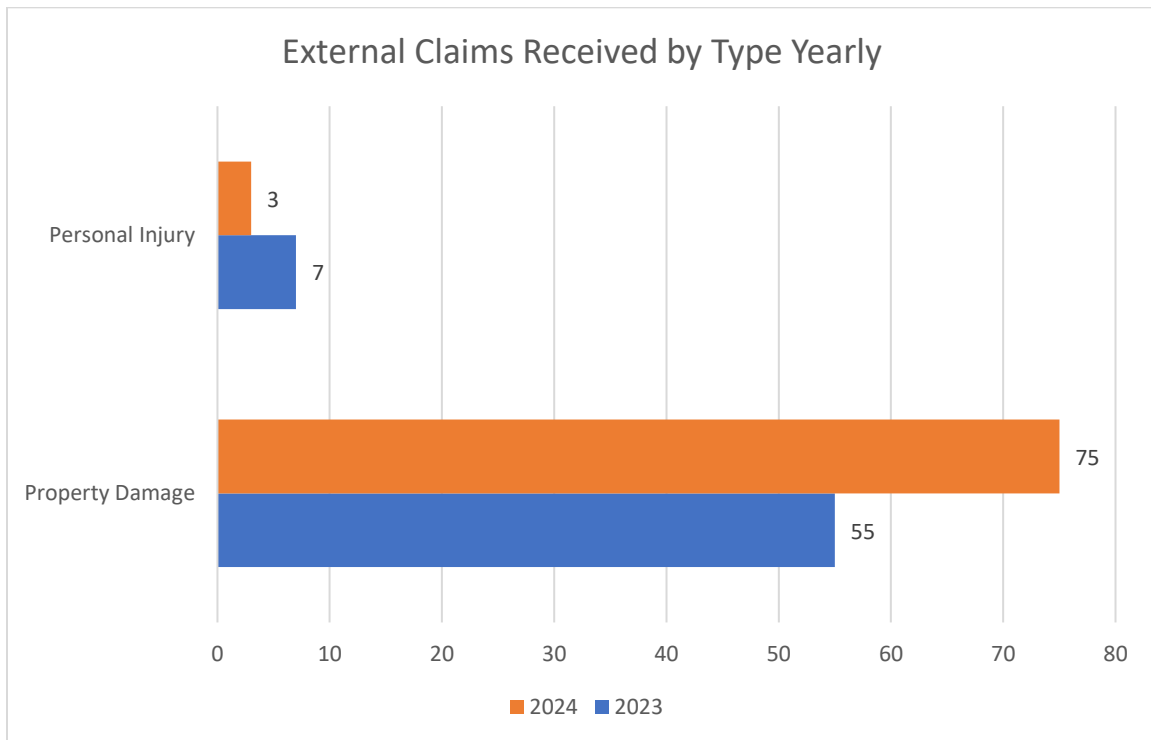
## Claims Office

### External Claims:

There has been report of 1 total claim since last month's report. These claims include property damage and personal injury external claims from members of the public and do not include employee claims. Compared to December 2023's total of 62 claims for the year, the claims increased by 16.

**All Major Claims (claims with a demand in excess of \$5,000.00 in damages) are listed below:**

Property Damage Claims: None.



### External Claims Received by Month of 2023 and 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
2024	8	8	5	3	11	8	8	11	4	5	6	1	78
2023	3	3	3	2	4	3	8	13	9	7	5	2	62

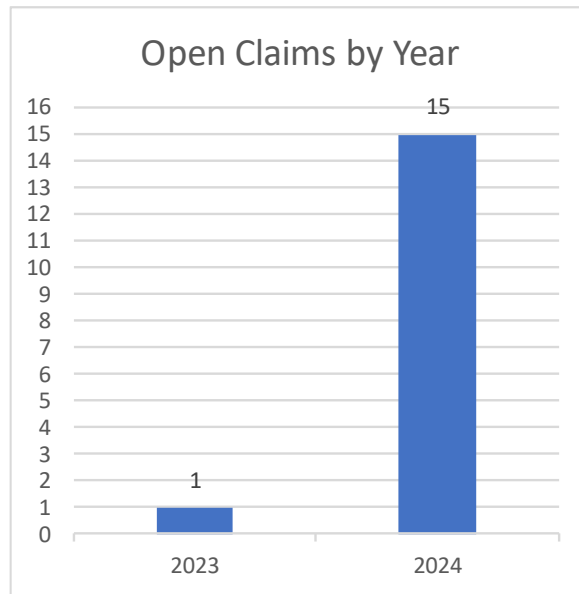


## 2024 Open and Closed Damage Claims

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Received Claims	8	8	5	3	11	8	8	11	4	5	6	1	78
Closed Claims	8	3	8	16	9	13	9	8	8	7	4	8	101

## 2023 Open and Closed Damage Claims

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
Received Claims	3	3	3	2	4	3	8	13	9	7	5	2	62
Closed Claims	6	10	10	3	2	8	9	24	19	22	11	7	131



### Open Claims By Incident Year and Status

Year, Number of Claims	Status
2022, 1 Claim	In Review
2023, 1 Claim	In Review
2024, 14 Claims	In Review
16 Claims	<b>TOTAL</b>

### Open Claims By Type

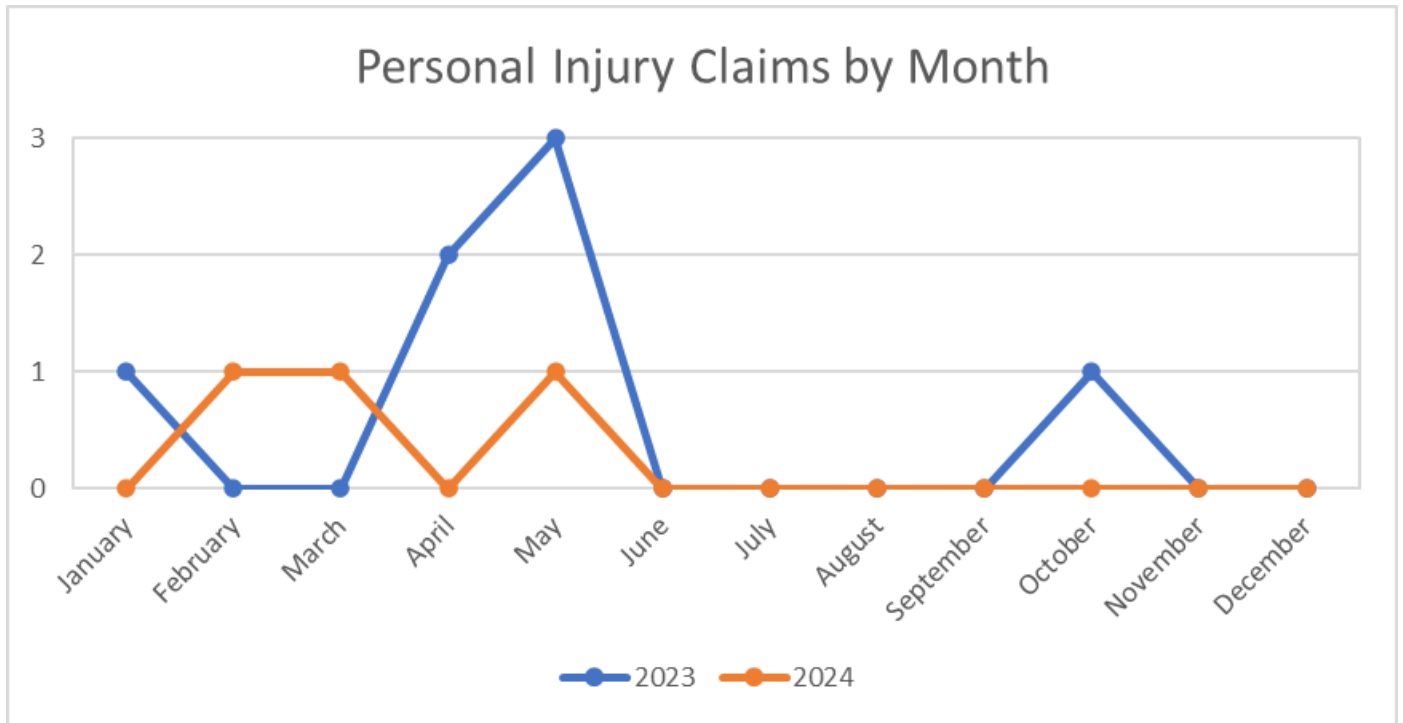
Number of Claims	Type
16 Claims	Property Damage
0 Claims	Personal Injury
0 Claims	Auto Liability
16 Claims	<b>TOTAL</b>

## External Personal Injury Claims

There has been report of 0 external personal injury claims since last month's report. These claims include those made by members of the public and do not include employee claims. Compared to last month's report of 0 total personal injury claims, the incidents neither increased nor decreased, and decreased by 4 for the year as compared to December 2023.

**All Major Incidents (claims with a demand in excess of \$5,000.00 in damages) are listed below:**

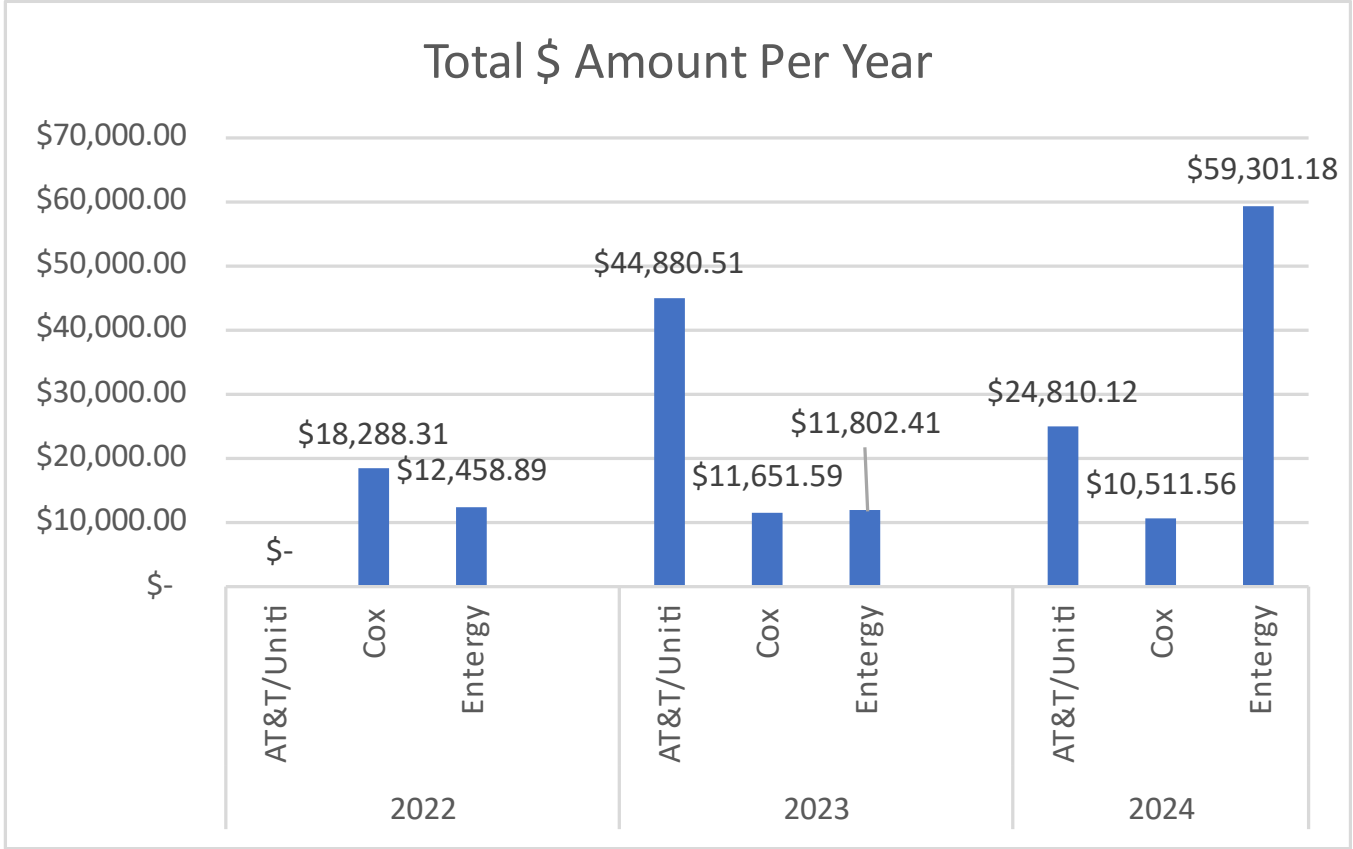
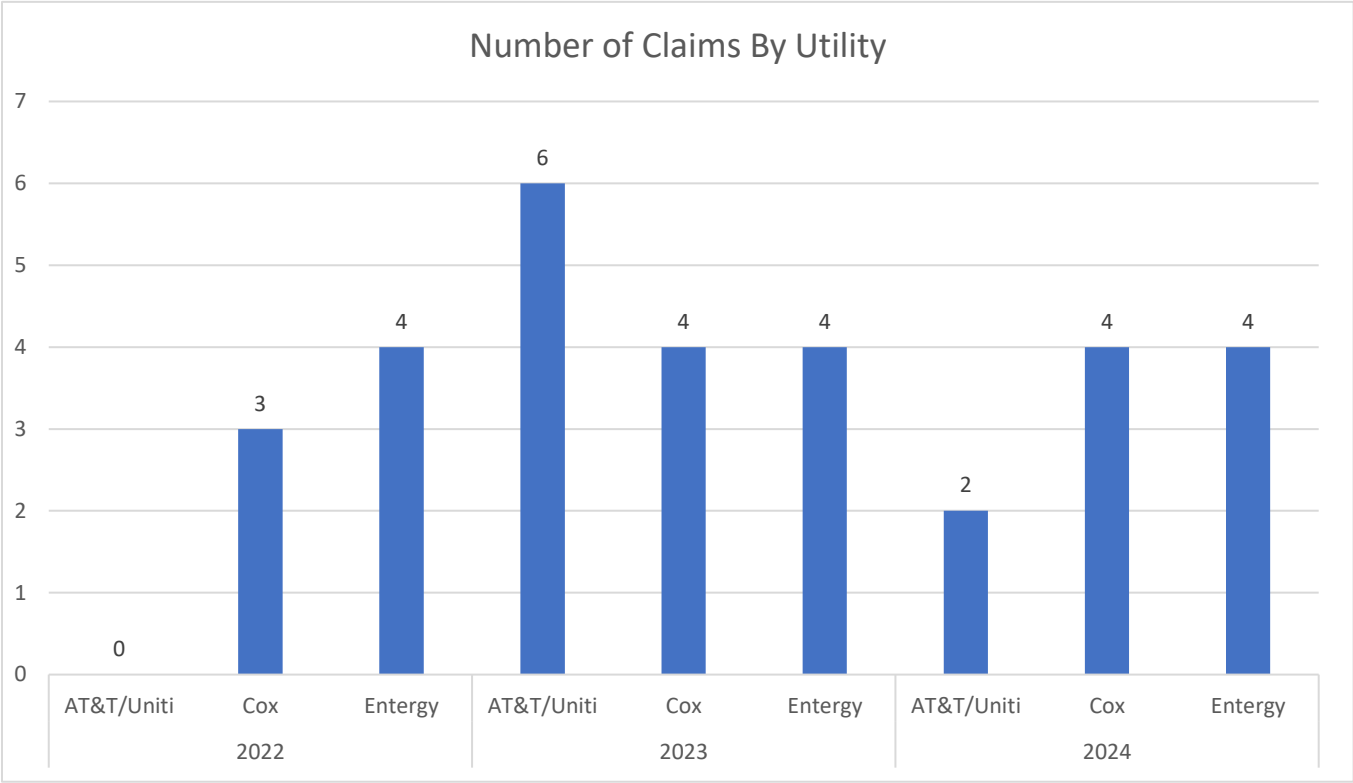
None.



### External Personal Injuries Claims: 2023 and 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
2024	0	1	1	0	1	0	0	0	0	0	0	0	3
2023	1	0	0	2	3	0	0	0	0	1	0	0	7

External Damage Claims by Utility





# SEWERAGE AND WATER BOARD

## Inter-Office Memorandum

---

**Date:** January 13, 2024

**To:** Board Relations

**Through:** Ghassan Korban,  
SWBNO Executive Director

**From:** Cashanna K Moses  
Procurement Department

**Re:** Executive Director's Approval of Contracts of \$1,000,000.00 or less  
**December 2024**

Please see attached file.

Vendor	Description	Contract Type	Contract Status	Amount	Executed
Roedel Parsons Blache Fontana Piontel &Pisano A Law Corporation	Legal Services	Professional Services	Amendment #4	\$60,000.00	12/2/2024
Ogletree Deakins	Legal Services	Professional Services	New	\$25,000.00	11/8/2024
Protiviti Government Services, Inc	Consulting Services	Professional Services	Amnedment #1	\$371,000.00	12/9/2024
DiGiovanni Construction Co., LLC	Roof Repairs at Drainage Pumping State No. 2	Public Works	New	\$24,500.00	12/9/2024
Cimsco, Inc.	Solid Wall PVC Pipes and PVC for Water Distribution System	Materials and Supplies	New	\$298,800.00	12/9/2025
Southern Backflow Inspections	Backflow Repair	Public Works	New	\$8,180.79	12/11/2024
Southwest Engineers	Water Softner Rental	Materials and Supplies	New	\$5,000.00	12/11/2024
A&B Stainless Valve, Inc	Eight (8) Ince Drain Valves	Materials and Supplies	New	\$58,360.00	12/16/2024
Pointer Smith Contracting Corporation	Railroad Track Repairs at SWP Chemical House	Public Works	New	\$105,000.00	12/17/2024
Boh Bros. Construction Co., LLC	Hot Mix Asphalt	Materials and Supplies	Amnedment #2	\$293,250.00	12/17/2024



Project Delivery Unit  
Dec 2024 Closeout Snapshot

FEMA Public Assistance	# of Project Worksheets	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
Hurricane Katrina - St. Joseph Headquarters	20	\$ 6,448,845.49	\$ 6,161,739.30	\$ 287,106.19	96%	19	\$ 2,236,513.15	\$ 2,236,513.15	19	\$ 2,236,513.15	95%	95%	0	\$ -
Hurricane Katrina - Central Yard	42	\$ 28,077,335.85	\$ 28,003,484.16	\$ 73,851.69	100%	42	\$ 28,077,335.85	\$ 28,003,484.16	39	\$ 25,299,020.60	100%	93%	3	\$ 2,778,315.25
Hurricane Katrina - Wastewater Treatment Plant	128	\$ 89,287,442.27	\$ 89,137,183.02	\$ 150,259.25	100%	128	\$ 89,287,442.27	\$ 89,120,442.79	126	\$ 81,502,633.27	100%	98%	2	\$ 7,784,809.00
Hurricane Katrina - Carrollton Water Plant	55	\$ 76,019,829.37	\$ 67,948,636.11	\$ 8,071,193.26	89%	54	\$ 64,304,777.65	\$ 63,661,729.87	53	\$ 14,447,710.77	98%	96%	1	\$ 49,857,066.88
Hurricane Katrina - Distribution Network	27	\$ 251,398,798.15	\$ 229,891,092.90	\$ 21,507,705.25	91%	25	\$ 119,001,330.25	\$ 117,811,316.95	23	\$ 43,992,390.48	93%	85%	2	\$ 75,008,939.77
Hurricane Katrina - Pump Stations	166	\$ 84,148,834.35	\$ 79,612,537.04	\$ 4,536,297.31	95%	166	\$ 84,148,834.35	\$ 83,307,346.01	152	\$ 70,821,030.36	100%	92%	14	\$ 13,327,803.99
Hurricane Isaac	8	\$ 1,181,228.72	\$ 1,167,101.26	\$ 14,127.46	99%	8	\$ 1,181,228.72	\$ 1,169,416.43	7	\$ 1,167,101.26	100%	88%	1	\$ 14,127.46
Hurricane Barry	2	\$ 947,134.10	\$ 877,710.26	\$ 69,423.84	93%	1	\$ 887,938.21	\$ 879,058.83	0	\$ -	50%	0%	1	\$ 887,938.21
Hurricane Zeta	7	\$ 892,098.12	\$ 219,728.55	\$ 672,369.57	25%	0		\$ -	0			0%		
LA COVID-19	2	\$ 2,186,399.50	\$ 1,685,927.99	\$ 500,471.51	77%	0			0			0%		
Salt Water Intrusion	2	\$ 247,015.46	\$ -	\$ 247,015.46	0%	0			0			0%		
Hurricane Ida	19	\$ 11,990,657.98	\$ 1,896,542.31	\$ 10,094,115.67	16%	0			0			0%		
Total	493	\$ 553,965,380.81	\$ 507,741,444.35	\$ 35,382,333.82	92%	456	\$ 390,179,179.04	\$ 387,232,736.23	431	\$ 240,518,403.22	92%	87%	25	\$ 149,660,775.82

FEMA Joint Infrastructure	# of Project Worksheets	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
Hurricane Katrina - JIRR settlement	2	\$ 268,448,968.15	\$ 201,415,097.85	\$ 67,033,870.30	75%	0	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -
Hurricane Katrina - JIRR Donors	53	\$ 66,449,418.20	\$ 56,894,031.32	\$ 9,555,386.88	86%	48	\$ 49,281,484.01	\$ 48,788,669.17	36	\$ 6,907,189.73	91%	68%	12	\$ 42,374,294.28
Total	55	\$ 334,898,386.35	\$ 258,309,129.17	\$ 76,589,257.18	77%	48	\$ 49,281,484.01	\$ 48,788,669.17	36	\$ 6,907,189.73	87%	65%	12	\$ 42,374,294.28

FEMA Hazard Mitigation Grant Program	# of Contracts	FEMA Obligated	FEMA Revenue Received per LAHM	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
Hurricane Katrina - Retrofit of Power House	18	\$ 166,795,389.00	\$ 146,435,877.97	\$ 20,359,511.03	88%	14	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -
Hurricane Katrina - Flood Mitigation of 9 SPS	9	\$ 19,987,722.00	\$ 19,987,722.00	\$ -	100%	9	\$ -	\$ -	0	\$ -	0%	0%	0	\$ -
Hurricane Ike - Five Underpass Generators	1	\$ 988,658.00	\$ 839,129.23	\$ 149,528.77	85%	1	\$ -	\$ -	0	\$ -	100%	0%	1	\$ 985,079.09
Total	28	\$ 187,771,769.00	\$ 167,262,729.20	\$ 20,509,039.80	89%	24	\$ -	\$ -	0	\$ -	86%	0%	1	\$ 985,079.09

TOTALS as of 1.3.25	FEMA Obligated	FEMA Revenue Received	FEMA Obligation Balance
	\$ 1,076,635,536.16	\$ 933,313,302.72	\$ 132,480,630.80



# SEWERAGE AND WATER BOARD

## Inter-Office Memorandum

**Date:** January 17, 2025

**To:** Ghassan Korban, Executive Director

**From:** Irma Plummer, EDBP Director



**Re:** EDBP Department Summary – Events of December 2024 (revised)

### SLDBE CERTIFICATION ACTIVITY

#### Applications received (December 2024)

New	3
Recertification	3

#### Applications processed

New	6
Recertifications	25

Applications approved	5
Applications denied	1
Applications renewed	25
Applications decertified	0

### ANALYSES CONDUCTED BY EDBP

For the month of December 2024, there were two Goods and Services proposals with DBE participation awarded:

#### **GRASS CUTTING AND DEBRIS PICKUP – EASTBANK CANALS – 2024-SWB-94**

On November 8, 2024, three (3) bids were received for subject contract. The bid total is as follows:

<b>H&amp;O Investments</b>	<b>\$ 493,310.21</b>
<b>Ramelli Janitorial Service Inc.</b>	<b>\$ 728,928.00</b>
<b>CM Properties of New Orleans, LLC</b>	<b>\$ 731,673.00</b>

Twenty-five percent (25%) DBE participation was requested on this contract.

**H&O Investments, LLC**, the low bidder, submitted Garden Doctors, LLC (eligible, certified LaUCP) to provide grass cutting along the canals. Signed correspondence from the DBE was provided in the bid response.

Total participation: 25%

**Ramelli Janitorial Service Inc.**, the second lowest bidder, submitted Lewis Services LLC (eligible, certified SLDBE) to perform labor and provide equipment and supplies. Signed correspondence from DBE was provided in the bid response.

Total participation: 25%

**CM Properties of New Orleans, LLC**, the third lowest bidder, submitted Big Shane's Lawn Care LLC (eligible, certified SLDBE) to provide labor and materials. Signed correspondence from DBE was provided in the bid response.

Total participation: 25%

Based upon analysis of SLDBE participation, the Economically Disadvantaged Business Program recommends the DBE participation submitted by **H&O Investments, LLC, Ramelli Janitorial Service Inc.** and **CM Properties of New Orleans, LLC** be accepted as responsive to meeting EDBP bid requirements.

#### **GRASS CUTTING AND DEBRIS PICKUP – WESTBANK CANALS – 2024-SWB-95**

On November 8, 2024, three (3) bids were received for subject contract. The bid total is as follows:

<b>H&amp;O Investments</b>	<b>\$ 324,064.80</b>
<b>Ramelli Janitorial Service Inc.</b>	<b>\$ 351,252.00</b>
<b>CM Properties of New Orleans, LLC</b>	<b>\$ 351,070.20</b>

Twenty-five percent (25%) DBE participation was requested on this contract.

**H&O Investments, LLC**, the low bidder, submitted Garden Doctors, LLC (eligible, certified LaUCP) to provide grass cutting along the canals. Signed correspondence from the DBE was provided in the bid response.

Total participation: 25%

**Ramelli Janitorial Service Inc.**, the second lowest bidder, submitted Lewis Services LLC (eligible, certified SLDBE) to perform labor and provide equipment and supplies. Signed correspondence from DBE was provided in the bid response.

Total participation: 25%

**CM Properties of New Orleans, LLC**, the third lowest bidder, submitted CM Properties of New Orleans, LLC (eligible, certified SLDBE) to provide labor and materials. Signed correspondence from DBE was provided in the bid response.

Total participation: 25%

Based upon analysis of SLDBE participation, the Economically Disadvantaged Business Program recommends the DBE participation submitted by **H&O Investments, LLC, Ramelli Janitorial Service Inc.** and **CM Properties of New Orleans, LLC** be accepted as responsive to meeting EDBP bid requirements.

For the month of December 2024, there were no Professional Services bid proposals with DBE participation to review.

For the months of December 2024, there was one Construction bid proposal with DBE participation to review.

**CONTRACT #2154 – 24” Water Line Replacement**

On Wednesday, December 11, 2024, eight (8) bids were received for subject contract. The bid totals are as follows:

<b>Roubion Road &amp; Streets, LLC</b>	<b>\$9,235,181.79</b>
<b>Barriere Construction Co., LLC</b>	<b>\$9,363,202.25</b>
<b>RNGD Infrastructure, LLC</b>	<b>\$10,897,517.00</b>
<b>Hard Rock Construction, LLC</b>	<b>\$11,982,020.00</b>
<b>CMG Pipelines, Inc.</b>	<b>\$12,690,276.00</b>
<b>BLD Services, LLC</b>	<b>\$15,337,561.00</b>
<b>Wallace C. Drennan, Inc.</b>	<b>\$15,788,759.70</b>
<b>Cycle Construction, LLC</b>	<b>\$16,963,667.00</b>

Thirty-six percent (36%) DBE participation was established for this project.

The apparent lowest bidder **Roubion Road & Streets, LLC**, submitted the following subcontractors:

TNT Construction Group, LLC (eligible certified LA-UCP) to perform Sawcutting, and Joint Sealing  
\$179,850.00 – 1.95%

Dillon Bros. Concrete (eligible certified LA-UCP) to manufacture and provide Ready-Mix Concrete  
\$425,800.00 – 4.61%

Choice Supply Solutions (eligible certified SLDBE) to supply Pipe, Fittings, and related items  
\$1,345,426.00 – 14.57%

NOLA Elite Contractor Services, LLC (eligible certified LA-UCP) to provide Trucking  
\$980,540.00 – 10.62%

EFT Diversified, Inc. (eligible certified SLDBE) to provide Pipe, Fittings, and Installation  
\$1,052,502.89 – 11.40%

Kelly Industries, LLC (eligible certified LA-UCP) to perform Brickwork, manholes, and junction boxes  
\$300,000.00 – 3.25%

Professional Traffic Services, LLC. (eligible certified LA-UCP) to perform Traffic Control  
\$120,000.00 – 1.30%

Total Participation: \$4,404,118.89 — 47.69%  
Signed documents from DBEs and bidders reaffirming negotiated terms was provided.

The apparent second lowest bidder, **Barriere Construction Co., LLC**, submitted the following subcontractors:

C&M Construction Group, LLC (eligible certified SLDBE) to perform Concrete paving, curbs, brick and stone sidewalk, Sawcutting, Joints  
\$1,580,989.90 – 16.89%

Kelly Industries, LLC (eligible certified LA-UCP) to perform Drainage adjustment, manhole rehab, drainage, brick work, and inverts  
\$281,861.00 – 3.01%

Professional Traffic Services, LLC. (eligible certified LA-UCP) to provide Traffic Control, signs  
\$164,842.00 – 1.76%

EFT Diversified, Inc. (eligible certified SLDBE) to provide Sewer and water material  
\$1,132,819.72 – 12.10%

Kass Bros, Inc. (eligible certified LA-UCP) to provide Trucking  
\$210,240.19 – 2.24%

Total Participation: \$3,370,752.81 — 36.00%  
Signed documents from DBEs and bidders reaffirming negotiated terms was provided.

Based upon analysis of DBE participation, the Economically Disadvantaged Business Program recommends that the DBE participation submitted by **Roubion Road & Streets, LLC**, and **Barriere Construction Co., LLC** be considered as responsive to meeting EDBP bid requirements.

### **CONSTRUCTION REVIEW COMMITTEE RECOMMENDATIONS**

The Construction Review Committee (CRC) convened on Thursday, December 12, 2024 and made the following recommendations:

#### **OPEN MARKET CONTRACTS**

<b>1) Contract #1459</b>	<b>Power Complex Drainage Outfall</b>
Budget Amount:	\$2,200,000
EDBP	30%
Recommended Goal:	
Renewal Option(s):	N/A

**2) Contract #8172 Re-Paving Open Cuts in Streets, Driveways and Sidewalks Resulting from the Repair to the Sewerage and Water Board of New Orleans Underground Utilities**

Budget Amount: \$3,993,450  
 EDBP 36%  
 Recommended Goal:  
 Renewal Option(s): Two (2) One-year Renewal Options

**3) Contract #30269 Purchase of Vacuum Pressure Adsorption System East Bank Sewage Treatment Plant**

Budget Amount: \$4,143,678  
 EDBP 0%  
 Recommended Goal:  
 Justification: Product will be procured directly from manufacturer.  
 Renewal Option(s): N/A

**4) Contract #2167 Lead Service Line Replacement for Schools and Residential Connections**

Budget Amount: \$986,423  
 EDBP 37%  
 Recommended Goal:  
 Renewal Option(s): N/A

*Note: This project was presented at the August 2024 CRC meeting and assigned a goal of 36%*

**STAFF CONTRACT REVIEW COMMITTEE RECOMMENDATIONS**

The Staff Contract Review Committee convened on Thursday, December 19, 2024 and made the following recommendations:

**OPEN MARKET CONTRACTS**

**1. REQUEST FOR FURNISHING CONTRACT 8173 SKILLED AND UNSKILLED LABOR FOR MAINTENANCE**

Budget Amount: \$ 3,590,000  
 Renewal Option(s): Three (3) One-Year Renewals  
 Recommended DBE Goal: 30%

**2. 500KVA TRANSFORMER AT CHEMICAL HOUSE**

Budget Amount: \$ 80,000  
 Renewal Option(s): N/a  
 Recommended DBE Goal: 0%  
 Justification: Does not lend itself to DBE participation

**3. REQUEST FOR FURNISHING FLOOD MONITORING AND COMMUNICATION SERVICES**

Budget Amount:	\$ 124,000
Renewal Option(s):	One (1) One – Year Renewal
Recommended DBE Goal:	0%
Justification:	Does not lend itself to DBE participation

**INFORMATIONAL ITEM**

**4. REQUEST FOR PROPOSAL FOR CONSULTING SERVICES FOR TITLE V AIR PERMIT FOR MAIN WATER PURIFICATION PLANT**

Budget Amount:	\$ 300,000
Renewal Option(s):	Four (4) One – Year Renewals
Recommended DBE Goal:	5%

For the month of December 2024, there was one construction contract with DBE participation offered for Final Acceptance.

**❖ Contract #8166 – Repaving Open Cuts in Driveways and Sidewalks Resulting from the Repair to Sewerage and Water Board of New Orleans Underground Utilities**

DBE Goal:	36.00%
DBE Participation Achieved:	51.00%
Prime Contractor:	Wallace C. Drennan, Inc.
Closeout Date:	January 2025

EDBP accepts the DBE participation and recommends approval for Final Acceptance.

**Sewerage & Water Board of New Orleans Contracts with DBE Participation January – December 2024**

See attached spreadsheet.

**Sewerage & Water Board New Orleans Awarded Projects with DBE Participation January - December 2024**

<b>Category</b>	<b>Category Dollar Amount</b>	<b>SLDBE Dollar Value</b>
<b>Goods &amp; Services Projects</b>	<b>\$ 817,375</b>	<b>\$ 204,344</b>
<b>Professional Services Projects</b>	<b>\$ 1,804,738</b>	<b>\$ 256,593</b>
<b>Construction Projects</b>	<b>\$ 128,730,496</b>	<b>\$ 34,267,291</b>
 <b>Grand Total</b>	 <b>\$ 131,352,609</b>	 <b>\$ 34,728,227</b>



## Sewerage & Water Board of New Orleans Open Market Bids with DBE Participation January - December 2024

### Goods & Services Projects

Contract No./Description	%DBE Goal	Contract \$	Prime	Sub(s)	% DBE Part (Prime)	\$ Sub Award	Award date
<b>2024-SWB-94</b> Grass Cutting and Debris Pickup - Eastbank Canals	25%	\$493,310.21	H&O Investments	Garden Doctors LLC	<b>25.00%</b>	<b>\$123,327.55</b>	12/8/2024
<b>2024-SWB-95</b> Grass Cutting and Debris Pickup - Westbank Canals	25%	\$324,064.80	H&O Investments	Garden Doctors LLC	<b>25.00%</b>	<b>\$81,016.20</b>	12/8/2024

**Total Goods & Services  
Projects**

**\$817,375.01**

**\$204,343.75**

**Sewerage & Water Board of New Orleans Open Market Bids with DBE Participation January - December 2024**

**Professional Services Projects**

<b>Contract No./Description</b>	<b>%DBE Goal</b>	<b>Contract \$</b>	<b>Prime</b>	<b>Sub(s)</b>	<b>% DBE Part (Prime)</b>	<b>\$ Sub Award</b>	<b>Award date</b>
<b>2023-SWB-66</b> Needs Assessment for Asset Management/Work Order System	20%	\$1,000,000.00	Freese and Nichols	Marais Consultants, LLC	15%	\$150,000.00	2/23/2024
				Marrero, Couvillon & Associates	5%	\$50,000.00	
<b>2023-SWB-14</b> Solid Waste Disposal Services	15%	\$104,416.00	Waste Pro of Louisiana, Inc	Geaux Stars, LLC	15%	\$15,662.00	3/13/2024
<b>2023-SWB-81</b> 800 Mhz 10 Channel Trunked Radio System	5%	\$700,322.00	Two-Way Communications, Inc.	M & R Disposal Services	5%	\$40,931.14	4/9/2024
<b>Total Professional Services Projects</b>		<b>\$1,804,738.00</b>				<b>\$256,593.14</b>	

**Sewerage & Water Board of New Orleans Open Market Bids with DBE Participation January - December 2024**

**Construction Projects**

<b>Contract No./Description</b>	<b>%DBE Goal</b>		<b>Contract \$</b>	<b>Prime</b>	<b>Sub(s)</b>	<b>% DBE Part (Prime)</b>		<b>\$ Sub Award</b>	<b>Award date</b>
<b>Cont #30258;</b> Carrollton Basin #17 Sewer Rehabilitation	36%	\$	5,388,534.00	Wallace C. Drennan, Inc.	C&M Construction Group, Inc.	24.16%	\$	1,302,000.00	1/23/2024
					Prince Dump Truck Services, LLC	7.43%	\$	400,300.00	
					Choice Supply Solutions, LLC	3.03%	\$	163,500.00	
					Blue Flash Sewer Service, Inc.	1.56%	\$	84,000.00	
					<b>Total</b>	<b>36.18%</b>		<b>\$ 1,949,800.00</b>	
<b>Cont #30232;</b> Carrollton Basin: #3 Sewer Rehabilitation	36%	\$	8,254,058.00	BLD Services, LLC	C&M Construction Group, Inc.	31.24%	\$	2,578,500.00	1/23/2024
					Choice Supply Solutions, LLC	4.78%	\$	394,250.00	
					<b>Total</b>	<b>36.02%</b>		<b>\$ 2,972,750.00</b>	
<b>Cont #30259;</b> Carrollton Basin: #18 Sewer Rehabilitation	36%	\$	14,903,453.00	Hard Rock Construction, LLC	EFT Diversified, Inc.	19.41%	\$	2,893,060.00	1/23/2024
					Mitchell Contracting, Inc.	16.67%	\$	2,484,000.00	
					<b>Total</b>	<b>36.08%</b>		<b>\$ 5,377,060.00</b>	
<b>Cont #30257;</b> Carrollton Basin: #16 Sewer Rehabilitation	36%	\$	10,269,134.00	Beverly Construction Co., LLC	JETT Services, LLC	13.25%	\$	1,361,066.00	3/4/2024
					C&M Construction Group, LLC	15.35%	\$	1,576,525.00	

Contract No./Description	%DBE Goal	Contract \$	Prime	Sub(s)	% DBE Part (Prime)	\$ Sub Award	Award date
				TNT Construction Group, LLC	1.08%	\$ 110,747.00	
				J. Star Enterprises, Inc.	5.79%	\$ 594,505.00	
				Blue Flash Sewer Services, Inc.	0.78%	\$ 80,000.00	
				<b>Total</b>	<b>36.25%</b>	<b>\$ 3,722,843.00</b>	
<b>Cont #30235;</b> Carrollton Basin: #5 Sewer Rehabilitation	36%	\$ 8,736,082.00	BLD Services, LLC	C&M Construction Group, LLC	25.66%	\$ 2,241,750.00	3/4/2024
				Choice Supply Solutions, LLC	5.03%	\$ 439,500.00	
				Prince Dump Truck Services, LLC	5.36%	\$ 468,000.00	
				<b>Total</b>	<b>36.05%</b>	<b>\$ 3,149,250.00</b>	
<b>Cont #30260;</b> Carrollton Basin: #19 Sewer Rehabilitation	36%	\$ 5,042,385.00	Hard Rock Construction, LLC	EFT Diversified, Inc.	32.70%	\$ 1,649,000.00	3/4/2024
				Mitchell Contracting, Inc.	3.86%	\$ 194,635.00	
				<b>Total</b>	<b>36.56%</b>	<b>\$ 1,843,635.00</b>	
<b>Cont #8171;</b> Repaving Open Cuts in Driveways and Sidewalks	36%	\$ 2,277,750.00	Fleming Construction Co., LLC	Rue Contractors	19.76%	\$ 450,000.00	3/27/2024
				Dieudonne Enterprises, Inc.	17.56%	\$ 400,000.00	
				<b>Total</b>	<b>37.32%</b>	<b>\$ 850,000.00</b>	

Contract No./Description	%DBE Goal		Contract \$	Prime	Sub(s)	% DBE Part (Prime)		\$ Sub Award	Award date
<b>Cont #1420;</b> West Power Complex Phase 1	30%	\$	53,337,500.00	Frischhertz Barnes, a Joint Venture	Balthazar Elektriks	3.68%	\$	1,960,846.02	4/17/2024
					Carter Electric Supply	3.67%	\$	1,960,000.00	
					Blackstar Diversified Enterprises	1.07%	\$	573,031.25	
					Chester Electric	2.59%	\$	1,383,080.00	
					Legacy Professional Services	0.37%	\$	194,949.12	
					M&R Disposal Services, Inc.	0.22%	\$	115,280.00	
					RTM Freight Brokerage, LLC	0.09%	\$	49,920.00	
					SSE Steel Fabrication	2.13%	\$	1,137,682.12	
					<b>Total</b>	<b>13.83%</b>		<b>\$ 7,374,788.51</b>	
<b>Cont #1452;</b> Structural and Filter Rehabilitation in the Area of Sycamore Filter Gallery Filters 19, 20, 25, 26, & 28	20%	\$	2,711,000.00	Industrial & Mechanical Contractors, Inc.	JL Construction Group, LLC	<b>20.29%</b>	\$	<b>550,000.00</b>	5/22/2024
<b>Cont #1443;</b> West Power Water-Drainage Tie-Ins	36%	\$	2,198,077.00	M.R. Pittman Group, LLC	Industry Junction, Inc.	26.28%	\$	577,742.00	5/22/2024
					The Beta Group Engineering & Construction Services, LLC	1.09%	\$	24,000.00	
					21 Construction, LLC	8.64%	\$	189,811.00	

Contract No./Description	%DBE Goal	Contract \$	Prime	Sub(s)	% DBE Part (Prime)	\$ Sub Award	Award date
				<b>Total</b>	<b>36.01%</b>	<b>\$ 791,553.00</b>	
<b>Cont #30261;</b> Carrollton Basin: #20 Sewer Rehabilitation	36%	\$ 15,023,518.75	Hard Rock Construction, LLC	EFT Diversified, Inc.	2.71%	\$ 407,700.00	5/22/2024
				Mitchell Contracting, Inc.	33.72%	\$ 5,065,869.00	
				<b>Total</b>	<b>36.43%</b>	<b>\$ 5,473,569.00</b>	
<b>Cont #30264;</b> Cleaning and CCTV Inspection (2023-SWB-87)	36%	\$ 589,004.00	Compliance EnviroSystems, LLC	Blue Flash	18.00%	\$ 106,021.00	6/18/2024
				MOR Logistics	18.00%	\$ 106,021.00	
				<b>Total</b>	<b>36.00%</b>	<b>\$ 212,042.00</b>	
<b>Total Construction Projects</b>		<b>\$ 128,730,495.75</b>			<b>26.62%</b>	<b>\$34,267,290.51</b>	