

# ***SEWERAGE & WATER BOARD OF NEW ORLEANS***

## **FINANCE COMMITTEE MEETING**

**TUESDAY, AUGUST 5, 2014**

**8:00 AM**

### **COMMITTEE MEMBERS**

Mr. Mark Moody, Chair • Mrs. Robin Barnes • Mr. Scott Jacobs • Mrs. Kerri Kane • Mr. Wm. Raymond Manning

### **FINAL AGENDA**

#### **ACTION ITEMS**

1. Approval of Previous Report
2. General Superintendent's Recommendations
3. Change Orders
4. Recommendation for Award of Green Infrastructure Projects as follows:
  - Award of Green Infrastructure Project-Central City Neighborhood (R-139-2014)
  - Award of Green Infrastructure Project-Rabouin International High School Green Infrastructure Lab (R-140-2014)
5. Amendment to Agreements for Designers Providing Engineering Services for the Water Line Replacement Program as follows:
  - Amendment to Agreement with Brown and Caldwell for the Water Line Replacement Program (R-150-2014)
  - Amendment to Agreement with ECM Consultants, Inc. for the Water Line Replacement Program (R-151-2014)
  - Amendment to Agreement with Atkins North American, Inc. for the Water Line Replacement Program (R-152-2014)
  - Amendment to Agreement with Design Engineering, Inc. for the Water Line Replacement Program (R-153-2014)
  - Amendment to Agreement with Evans-Graves Engineers, Inc. for the Water Line Replacement Program (R-154-2014)
  - Amendment to Agreement with Black & Veatch Corporation for the Water Line Replacement Program (R-155-2014)
  - Amendment to Agreement with Digital Engineering & Imaging, Inc. for the Water Line Replacement Program (R-156-2014)
  - Amendment to Agreement with G.E.C. Inc. for the Water Line Replacement Program (R-157-2014)
  - Amendment to Agreement with Hartman Engineering, Inc. for the Water Line Replacement Program (R-158-2014)
  - Amendment to Agreement with Lambert Engineers for the Water Line Replacement Program (R-159-2014)
  - Amendment to Agreement with Arcadis for the Water Line Replacement Program (R-160-2014)
  - Amendment to Agreement with Linfield, Hunter & Junius, Inc. for the Water Line Replacement Program (R-161-2014)
  - Amendment to Agreement with Meyers Engineers, LTD for the Water Line Replacement Program (R-162-2014)

- Amendment to Agreement with MWH Americas, Inc. for the Water Line Replacement Program (R-163-2014)
  - Amendment to Agreement with Neel Schaffer for the Water Line Replacement Program (R-164-2014)
  - Amendment to Agreement with NY Associates, Inc. for Water Line Replacement Program (R-165-2014)
  - Amendment to Agreement with Rahman & Associates, Inc. for the Water Line Replacement Program (R-166-2014)
  - Amendment to Agreement with Richard C. Lambert Consultants, LLC for the Water Line Replacement Program (R-167-2014)
  - Amendment to Agreement with Royal Engineering for the Water Line Replacement Program (R-168-2014)
  - Amendment to the Intergovernmental Agreement Between the State of Louisiana Coastal Protection and Restoration Authority and the Sewerage and Water Board of New Orleans – Central Wetlands Assimilation: Demonstration Project-**Phase 1 Amendment 2** (R-183-2014)
  - Amendment to the Intergovernmental Agreement Between the State of Louisiana Coastal Protection and Restoration Authority and the Sewerage and Water Board of New Orleans – Central Wetlands Assimilation: Demonstration Project-**Phase 2 Amendment 3** (R-184-2014)
  - Amendment to the Intergovernmental Agreement Between the State of Louisiana Coastal Protection and Restoration Authority, the Sewerage and Water Board of New Orleans and St. Bernard Parish (R-182-2014)
6. Authorization for the Executive Director to Execute an Agreement w/Entergy New Orleans (ENO) for the Payment of Temporary Relocation and De-Energizing of ENO's Electric Distribution Facilities Along and Adjacent to the Vicinity of the Napoleon Ave. Phase III SELA Project (R-180-2014)

### **INFORMATION ITEMS**

7. Financial Results through June 2014
8. Septage Waste Program
9. Change Order Analysis
10. FEMA Project Worksheet Status
11. 2014 Committee/Board Meeting Schedule
12. Any Other Matters
13. Reference Material (**In Binders**)
  - A. Sewerage & Water Board By-Laws
  - B. 2014 Operating & Capital Budget
  - C. Strategic Plan
  - D. Tracking Tool for Commitments to the City Council
  - E. Bond Rating
14. Adjournment



**"RE-BUILDING THE CITY'S WATER SYSTEMS FOR THE 21<sup>ST</sup> CENTURY"**

# **Sewerage & Water Board of NEW ORLEANS**

**MITCHELL J. LANDRIEU, President**  
**WM. RAYMOND MANNING, President Pro-Tem**

**625 ST. JOSEPH STREET**  
**NEW ORLEANS, LA 70165 • 504-529-2837 OR 52W-ATER**  
**www.swbno.org**

July 1, 2014

## **REVISED**

### **TO THE HONORABLE PRESIDENT AND MEMBERS OF THE SEWERAGE AND WATER BOARD OF NEW ORLEANS**

The Finance Committee of the Sewerage and Water Board of New Orleans met on Tuesday July 1, 2014 at 8:00 A.M. in the Board Room, 625 St. Joseph Street to consider the following matters.

#### **ACTION ITEMS**

##### **Item 1      APPROVAL OF PREVIOUS REPORT**

The report of the Regular Finance Committee Meeting held on Tuesday, May 6, 2014 was received. Upon a motion of Ms. Kane and second by Ms. Barnes, the report was approved.

##### **Item 2      GENERAL SUPERINTENDENT'S RECOMMENDATIONS**

###### **R-123-2014 – FURNISHING SAFETY SHOES REQ. NO. YW140028**

Mr. Becker recommended Cintas Corporation in the amount of \$105,650.00.

###### **R-124-2014 – FURNISHING #1 ALL PURPOSE RAG WIPERS – REQ. NO. YW140030**

Mr. Becker recommended Assorted Products in the amount of \$81,000.00.

Upon a motion by Mr. Jacobs and seconded by Ms. Kane the above contracts were approved.

**R-125-2014 – EMERGENCY LETTER BIDS FOR FURNISHING ROOF REPAIRS TO CENTRAL CONTROL AT CARROLLTON WATER PURIFICATION FACILITY REQ. NO. PM140039**

Mr. Becker recommended Juneau Odenwold, Inc. in the amount of \$38,300.00.

Upon a motion by Ms. Barnes and seconded by Ms. Kane the above contract was approved.

**CONTRACT RENEWAL**

**R-126-2014 – FIRST AND FINAL RENEWAL OF CONTRACT FOR FURNISHING SEWER REPAIR COUPLINGS REQ. NO. YW130013**

Mr. Becker recommended that the Board approve this first and only renewal to LA Utilities Supply Company in the amount of \$97,568.00 and H. D. Supply Waterworks in the amount of \$40,305.00.

**R-127-2014 – FIRST AND FINAL RENEWAL OF CONTRACT FOR REBUILDING AND REINSTALLING AUTOMATIC TRANSMISSIONS IN AUTOMOBILES AND SMALL TRUCKS – REQ. NO. GI130035**

Mr. Becker recommended that the Board approve this first and only renewal to Crescent Ford Truck Sales, Inc. in the amount of \$37,290.00.

**R-128-2014 – FIRST AND FINAL RENEWAL OF CONTRACT FOR REBUILDING AND INSTALLING AUTOMOTIVE REMANUFACTURED ENGINES AND RELATED PARTS REQ. NO. YW130055**

Mr. Becker recommended that the Board approve this first and only renewal to Crescent Ford Truck Sales, Inc. in the amount of \$362,425.00.

**R-129-2014 – FIRST OF THREE ONE-YEAR RENEWALS OF CONTRACT FOR FURNISHING SOLID WASTE DISPOSAL SERVICES REQ. NO. PM130010**

Mr. Becker recommended that the Board approve this first of three one-year renewals to Richards Disposal, Inc. in the amount of \$109,356.00.

Upon a motion by Mr. Jacobs and seconded by Ms. Kane the above contracts were approved pending review by the Operations Committee.

**REPORT OF FINAL ACCEPTANCE**

**R-130-2014 – FINAL ACCEPTANCE AND CLOSE OUT TO CONTRACT 3697 – RESTORATION OF EXISTING GRAVITY SEWER MAINS DAMAGED BY HURRICANE KATRINA BY EXCAVATION AND REPLACEMENT FROM MANHOLE TO MANHOLE, CIPP LINING FROM MANHOLE TO MANHOLE AND POINT REPAIRS AT VARIOUS SITES THROUGHOUT ORLEANS PARISH**

Mr. Becker recommended that the Board authorize final acceptance to close out contract 3697 for BLD Services, LLC.

Upon a motion by Ms. Barnes and seconded by Ms. Kane the final acceptance was approved pending review by the Operations Committee.

**Item 3**

**R-136-2014 - AMENDMENT - TO WATERLINE REPLACEMENT CONTRACT WITH TRIGON**

Ms. Goddard presented a slide presentation on the Waterline Replacement Program. She request Board authorization to amend the agreement with Trigon Associates, LLC for the Waterline Replacement Program Management Services. Fees for the new and original scope of work shall reflect the FEMA Project Worksheets (PW's).

Upon a motion by Ms. Kane and seconded by Ms. Barnes the authorization to amend the agreement was approved.

**Item 4**

**R-132-2014 - AMENDMENT TO SEWER SYSTEM EVALUATION AND REHABILITATION PROGRAM MANAGEMENT WITH MWH**

Ms. Goddard presented a slide presentation on the Sewer System Evaluation and Rehabilitation Program Management and Engineering Services. She request Board authorization to amend the agreement with MWH Americas, Inc. for additional efforts associated with the sewer collection system hydraulic models for the East and West Banks. The total fee is not to exceed \$2,507,700.00.

There was a lengthy discussion on how contracts are awarded.

Mr. Manning stated he did not agree with the Board in 2010 participating in the procurement process used to select the vendor. He wanted to make it clear that the present Board members are not involved in the procurement process in awarding contracts.

Ms. Barnes suggested this project would be the ideal time to consider green infrastructure elements that pertain to SELA since we are in the survival stage.

Upon a motion by Mr. Jacobs and seconded by Ms. Kane the authorization to amend this agreement was approved. (Pending clarification of the resolution and adding history on how staff recommendations was made on this contract in 2010)

**Item 5      R-122-2014 AMENDMENT TO SELA PROGRAM WITH BCG  
ENGINEERING AND CONSULTING, INC.**

Mr. Becker request Board authorization to amend the agreement with BCG Engineering and Consulting, Inc. (formerly, Brown, Cunningham & Gannuch, Inc.), for the SELA program for expedited development of final plans and specifications for improvements to the De Gaulle Canal from Wall Boulevard to Behrman Place for an amount not to exceed \$1.5 million.

Ms. Barnes suggested this project would be the ideal time to consider green infrastructure elements that pertain to SELA since we are in the survival stage.

Staff agreed to include this in the design of the infrastructure of the improvements at the General De Gaulle Canal.

Upon a motion by Ms. Kane and seconded by Ms. Barnes, authorization to amend the agreement was approved.

**Item 6      R-121-2014 – RENEWAL OF AGREEMENT FOR MS4 STORMWATER  
ANNUAL REPORT/WATER SAMPLING SERVICES WITH VEOLIA  
WATER NORTH AMERICA-SOUTH, LLC**

MS. Godard request Board authorization to execute the renewal of the agreement with Veolia Water North America-South, LLC to extend MS4 Stormwater Annual Report and Sampling Services. The amendment would extend the contract from February 18, 2014 to February 17, 2015 for a total amount of \$62,500.00.

Upon a motion by Ms. Kane and seconded by Mr. Jacobs the authorization to execute the renewal was approved.

**Item 7      R-134-2014 – AUTHORIZATION TO AMEND CONTRACT WITH CH2M  
HILL, INC. FOR PROGRAM MANAGEMENT SERVICES FOR  
HURRICANE RELATED WATER RESTORATION PROJECTS**

Ms. Goddard request Board authorization to amend the program management services agreement with CH2M Hill, Inc. for hurricane related water restoration projects for the total amount of \$9,466,493 and extending the time for the performance of the agreement to December 1, 2016.

Upon a motion by Ms. Kane and seconded by Ms. Barnes the authorization to amend the contract was approved.

**Item 8      R-131-2014 – COMMERCIAL FLOOD INSURANCE POLICY FOR FACILITIES**

Mr. Klepeis recommended renewal of the Flood Insurance as presented by the Kennedy Financial Group for a total premium of \$295,117.00.

Upon a motion by Mr. Jacobs and seconded by Ms. Kane the renewal was approved.

**Item 9      R-133-2014 – AUTHORIZATION TO ISSUE CONTRACT TO QUICK & ASSOCIATES PURSUANT TO RFO FOR FORENSIC ENGINEERING SERVICES**

Mr. Stewart recommended the Board authorize staff to enter into a contract with Quick & Associates to provide forensic engineering services for the Napoleon Phase III SELA Project for the total cost of \$203,594.54 and \$925,568.50.

Upon a motion by Ms. Barnes and seconded by Mr. Jacobs the authorization was approved.

**Item 10      R-135-2014 – APPROVAL OF LAW FIRMS TO PROVIDE PROFESSIONAL SERVICES**

Mr. Lambert recommended the Board authorize acceptance of the Statement of Qualifications and proposals submitted by the law firms to provide services for the Board.

Upon a motion by Mr. Jacobs and seconded by Ms. Kane the authorization of acceptance was approved. (Pending changes discussed on the resolution).

**Item 11      EXECUTIVE SESSION**

It was moved by Ms. Kane and seconded by Mr. Jacobs to move to Executive Session to discuss matters under litigation.

The motion carried and the Committee went into closed session at 9:55 am.

The committee returned from closed session at 10:05 am. It was motioned by Ms. Kane and seconded by Mr. Jacobs to move back to regular session. The motion carried.

It was recommended that the committee accept the staff recommendations regarding the Espadron case.

Upon a motion by Ms. Kane and seconded by Ms. Barnes, it was moved to accept the recommendations of the legal staff.

## **INFORMATION ITEMS**

### **Item 12      FINANCIAL RESULTS THROUGH MAY 2014**

Mr. Miller stated that YTD operating revenues and expenses are below budget. Non-Operating revenues are low because of slow FEMA reimbursements. As of May 2014 we have 90 days cash on hand. Cash on hand is low due to spending on capital projects. The Board adopted a resolution in September 2013 authorizing staff to proceed with spending on capital projects as the Board will be reimbursed.

The Budget Department will be providing the year end forecast of expenses beginning next month.

The Board successfully sold bonds and is preparing for the pre-closing to execute the monetary transfers. With the completion of the sale, the water and sewer capital programs will be fully funded.

### **Item 13      COMMERCIAL INSURANCE POLICY FOR FIDUCIARY LIABILITY**

Mr. Miller explained to the Board that this insurance is a 3 year policy benefit plan approved last to cover the employee retirement plan, deferred compensation, Blue Cross Blue Shield, and Workers Compensation.

### **Item 14      CHANGE ORDER ANALYSIS**

Ms. Goddard explains that the change order analysis measure the performance of the program.

### **Item 15      FEMA PROJECT WORKSHEET STATUS**

Ms. Goddard explains that the project worksheet status report shows estimated cost and the obligated amount.

### **Item 16      2014 COMMITTEE/BOARD MEETING SCHEDULE**

The committee received the report.

### **Item 17      ANY OTHER MATTERS**



None

**Item 18      REFERENCE MATERIAL (IN BINDERS)**

- A. Sewerage & Water Board By-Laws
- B. 2014 Operating & Capital Budgets
- C. Strategic Plan
- D. Tracking Tool for Commitments to the City Council
- E. Bond Rating

**Item 19      ADJOURNMENT**

Adjourned at 10:25 am

**ATTENDANCE**

**Present:**

Mr. Mark Moody  
Mr. Wm. Raymond Manning  
Ms. Kerri Kane  
Ms. Robin Barnes  
Mr. Scott Jacobs

**Absent**

None

Also in attendance were Robert Miller, Interim Executive Director; Joseph Becker, General Superintendent; Madeline Goddard, Deputy Superintendent; Nolan Lambert, Special Counsel; Dexter Joseph, Budget Director; Michele Holley, Budget Analyst; Steven Klepeis, Utility Sr. Services Manager; Robert Jackson, Utility Sr. Services Manager; Kathleen LaFrance, Executive Director Analyst; Charles Kennedy Jr., The Kennedy Financial Group; Randy Smith, Royal Engineers; Brenda Thornton, Communirep Inc.

Respectfully submitted,

---

Mr. Mark Moody, Chair

**CONTRACT 1378 - HURRICANE KATRINA RELATED REPAIRS TO BOILERS/  
DUCT/ELEVATOR AT MAIN WATER PURIFICATION PLANT POWER COMPLEX**

---

**BE IT RESOLVED** by the Sewerage and Water Board of New Orleans that two (2) bids were received on July 18, 2014 after advertising according to the Public Bid Law, for performing work under Contract 1378. The low bid was hereby accepted and contract awarded therefore to **Plant-N-Power** for the total amount of **\$15,719,620.00**.

---

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 20, 2014.

---

CEDRIC S. GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**FIRST AND FINAL RENEWAL OF CONTRACT FOR FURNISHING ANHYDROUS  
AMMONIA - REQ. NOS. CM130028 & AL130035**

---

**WHEREAS**, under the provisions of the contract, the Board, with the contractor's concurrence, reserves the right to renew the contract with no increase in the cost of services and no change in terms and conditions; and

**WHEREAS**, the contractor, **Tanner Industries, Inc.**, desires to exercise its renewal option as allowed under this contract with the totals being **\$341,000.00 (Item I)** and **\$41,250.00 (Item II)** for Furnishing Anhydrous Ammonia.

**NOW, THEREFORE, BE IT RESOLVED**, that the request of **Tanner Industries, Inc.**, for this first and only renewal, effective **October 1, 2014**, is hereby approved.

---

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 20, 2014.

---

CEDRIC S. GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**FIRST AND FINAL RENEWAL OF CONTRACT FOR FURNISHING FLUOROSILICIC ACID - REQ. NO. CM130020**

---

**WHEREAS**, under the provisions of the contract, the Board, with the contractor's concurrence, reserves the right to renew the contract with no increase in the cost of services and no change in terms and conditions; and

**WHEREAS**, the contractor, **Mosaic Crop Nutrition, LLC**, desires to exercise its renewal option as allowed under this contract with the total being **\$367,200.00** for Furnishing Fluorosilicic Acid.

**NOW, THEREFORE, BE IT RESOLVED**, that the request of **Mosaic Crop Nutrition, LLC**, for this first and only renewal, effective **November 1, 2014**, is hereby approved.

---

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 20, 2014.

---

CEDRIC S. GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**FIRST AND FINAL RENEWAL OF CONTRACT FOR FURNISHING LIQUID  
POLYPHOSPHATE - REQ. NO. CM130019**

---

**WHEREAS**, under the provisions of the contract, the Board, with the contractor's concurrence, reserves the right to renew the contract with no increase in the cost of services and no change in terms and conditions; and

**WHEREAS**, the contractor, **Carus Corporation**, desires to exercise its renewal option as allowed under this contract with the total being **\$328,000.00** for Furnishing Liquid Polyphosphate.

**NOW, THEREFORE, BE IT RESOLVED**, that the request of **Carus Corporation**, for this first and only renewal, effective **October 1, 2014**, is hereby approved.

---

I, Cedric S. Grant , Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 20, 2014.

---

CEDRIC S. GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**FIRST AND FINAL RENEWAL OF CONTRACT FOR FURNISHING SODIUM  
HYPOCHLORITE- REQ. NO. CM130017**

---

**WHEREAS**, under the provisions of the contract, the Board, with the contractor's concurrence, reserves the right to renew the contract with no increase in the cost of services and no change in terms and conditions; and

**WHEREAS**, the contractor, **Brenntag Southwest, Inc.**, desires to exercise its renewal option as allowed under this contract with the total being **\$1,171,820.00** for Furnishing Sodium Hypochlorite.

**NOW, THEREFORE, BE IT RESOLVED**, that the request of **Brenntag Southwest, Inc.**, for this first and only renewal, effective **October 1, 2014**, is hereby approved.

---

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 20, 2014.

---

CEDRIC S. GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**FIRST AND FINAL RENEWAL OF CONTRACT 30008 - RESTORATION OF  
EXISTING GRAVITY SEWER BY POINT REPAIR AND CIPP LINING SEWER  
MAINS AT VARIOUS SITES THROUGHOUT ORLEANS PARISH**

---

**WHEREAS**, under the provisions of the contract, the Board, with the contractor's concurrence, reserves the right to renew the contract with no increase in the cost of services and no change in terms and conditions; and

**WHEREAS**, the contractor, **Wallace C. Drennan, Inc.**, desires to exercise its renewal option as allowed under this contract with the total being **\$1,577,000.00** for Restoration of Existing Gravity Sewer By Point Repair and CIPP Lining Sewer Mains at Various Sites Throughout Orleans Parish.

**NOW, THEREFORE, BE IT RESOLVED**, that the request of **Wallace C. Drennan, Inc.**, for this first and only renewal, effective **May 1, 2014**, is hereby approved.

---

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 20, 2014.

---

CEDRIC S. GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**FINAL ACCEPTANCE AND CLOSE OUT TO CONTRACT 1367 - PURCHASE OF  
GEARBOX FOR "G" BASIN AT THE CARROLLTON WATER PLANT**

---

**WHEREAS, Contract 1367,** is ready for Final Acceptance by the Sewerage & Water Board of New Orleans; and

**WHEREAS,** the General Superintendent in his report has recommended that this contract receive final acceptance and be closed.

**NOW, THEREFORE, BE IT RESOLVED** by the Sewerage and Water Board of New Orleans that the recommendation of the General Superintendent to authorize final acceptance and to close out Contract by **PHILADELPHIA GEAR** for **CONTRACT 1367,** is hereby approved.

---

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 20, 2014.

---

CEDRIC S. GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



**FINAL ACCEPTANCE AND CLOSE OUT TO CONTRACT 3657 - SEWER MAIN  
REPLACEMENT FROM MANHOLE TO MANHOLE AND WATER MAIN REPLACEMENT  
WORK**

---

**WHEREAS, Contract 3657,** is ready for Final Acceptance by the  
Sewerage & Water Board of New Orleans; and

**WHEREAS,** the General Superintendent in his report has  
recommended that this contract receive final acceptance and be  
closed.

**NOW, THEREFORE, BE IT RESOLVED** by the Sewerage and Water Board  
of New Orleans that the recommendation of the General  
Superintendent to authorize final acceptance and to close out  
Contract by **FLEMING CONSTRUCTION CO., INC.** for **CONTRACT 3657,** is  
hereby approved.

---

I, Cedric S. Grant, Executive  
Director, Sewerage and Water Board  
of New Orleans, do hereby certify  
that the above and foregoing is a  
true and correct copy of a  
resolution adopted at the Regular  
Meeting of the said Board, duly  
called and held, according to law,  
on August 20, 2014.

---

CEDRIC S. GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**FINAL ACCEPTANCE AND CLOSE OUT TO EMERGENCY REPAIR FOR  
RECONSTRUCTION OF THE 54" SEWER FORCE MAIN ON FLORIDA AVENUE  
(SPAIN ST. TO MUSIC ST.)**

---

**WHEREAS, Emergency Repair for Reconstruction of the 54" Sewer Force Main on Florida Avenue (Spain St. to Music St.),** is ready for Final Acceptance by the Sewerage & Water Board of New Orleans; and

**WHEREAS,** the General Superintendent in his report has recommended that this contract receive final acceptance and be closed.

**NOW, THEREFORE, BE IT RESOLVED** by the Sewerage and Water Board of New Orleans that the recommendation of the General Superintendent to authorize final acceptance and to close out Contract by **WALLACE C. DRENNAN, INC.** for **Emergency Repair for Reconstruction of the 54" Sewer Force Main on Florida Avenue (Spain St. to Music St.),** is hereby approved.

---

I, Cedric S. Grant, Executive Director, Sewerage and Water Board of New Orleans, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at the Regular Meeting of the said Board, duly called and held, according to law, on August 20, 2014.

---

CEDRIC S. GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



**RATIFICATION OF CHANGE ORDER NO. 5 FOR CONTRACT 6247 –  
HAZARD MITIGATION GRANT PROJECT – RETROFIT OF GENERATOR #4**

**WHEREAS**, the Sewerage and Water Board entered into Contract 6247 with Industrial Mechanical Contractors in the amount of \$6,695,750.00 for HMGP FEMA funded Retrofit of Generator #4 at the Carrollton Water Purification Plant.

**WHEREAS**, an inspection of the generator as part of the ongoing work indicated a need for replacement of damaged key bar and dove tail assemblies in the generator at a cost of \$425,462.63 and an additional 84 calendar days, and

**WHEREAS**, rotor journal repairs were required at a cost of \$58,362.50 and an additional 14 calendar days, and

**WHEREAS**, repair of centering rings was required at a cost of \$18,587.29 and an additional 4 calendar days, and

**WHEREAS**, additional transportation costs were required to move the rotor to a specialized repair shop at a cost of \$7,580.12, and

**WHEREAS**, this Change Order, in the amount of \$509,992.54 brings the accumulated Contract change order total to \$594,992.85 or 8.89% of the original Contract value.

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 5 for Contract 6247 is ratified by the Sewerage and Water Board of New Orleans.

---

I, Cedric Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true  
and correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS





# SEWERAGE AND WATER BOARD OF NEW ORLEANS

## Inter-Office Memorandum

---

**Date:** June 30, 2014

**From:** Joseph R. Becker, P.E.  
General Superintendent

**To:** Cedric Grant  
Executive Director

**Re:** Contract 6247 – Hazard Mitigation Grant Project Retrofit of Generator #4 at the Carrollton Water Purification Plant.

### CHANGE ORDER NO. 5

Enclosed please find a recommendation from Melvin R. Spooner, Chief of Engineering for approval of Change Order No. 5 for the above Contract.

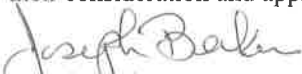
This Change Order is in the amount of \$509,992.54 and funds are available through the Hazard Mitigation Grant Project.

The scope of work included the following work for Generator 4:

- Replacement of damaged key bar and dove tail assemblies in the generator at a cost of \$425,462.63 and an additional 84 calendar days.
- Rotor journal repairs at a cost of \$58,362.50 and an additional 14 calendar days.
- Repair of centering rings at a cost of \$18,587.29 and an additional 4 calendar days.
- Additional transportation costs moving the rotor to New Mexico at a cost of \$7,580.12.

The required DBE participation goal on this contract is 0% percent and will remain unchanged through this approved change order. Previous change orders to this contract totaled \$85,000.31. This Change Order brings the cumulative total of Change Orders to \$594,992.85, which is 8.89% of the original bid amount of the Contract.

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

  
Joseph Becker, P.E.  
General Superintendent

**Cc:** Madeline Goddard, Deputy General Superintendent  
Melvin R. Spooner, Chief of Engineering  
Jason Higginbotham, Director of Emergency Management  
Celso Antunez, Project Manager

James Vincent, Director of Electrical Engineering  
Alvin Porter, Acting EDB Director  
Angela Roberts, CH2M HILL



# SEWERAGE AND WATER BOARD OF NEW ORLEANS

## Inter-Office Memorandum

**Date:** June 30, 2014  
**From:** Engineering Dept.  
**To:** Joseph R. Becker, P.E.  
General Superintendent  
**Re:** Contract 6247 – Hazard Mitigation Grant Project Retrofit of Generator #4 at the Carrollton Water Purification Plant.

### CHANGE ORDER NO. 5

#### Description of Change Order:

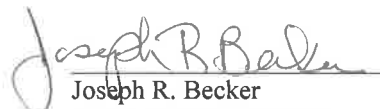
The scope of work included the following work for Generator 4:

- Replacement of damaged key bar and dove tail assemblies in the generator at a cost of \$425,462.63 and an additional 84 calendar days.
- Rotor journal repairs at a cost of \$58,362.50 and an additional 14 calendar days.
- Repair of centering rings at a cost of \$18,587.29 and an additional 4 calendar days.
- Additional transportation costs moving the rotor to New Mexico at a cost of \$7,580.12.

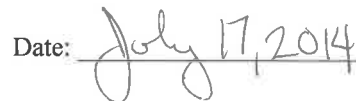
|   |                |
|---|----------------|
| Original Contract Bid Price:                          | \$6,695,750.00 |
| DBE Participation:                                    | 0%             |
| Previous Change Orders Approved:                      | \$85,000.31    |
| This Change Order Amount:                             | \$509,992.54   |
| Total Cumulative Change Order % of Original Contract: | 8.89%          |
| Total Cumulative Dollar Change Order Amount:          | \$594,992.85   |

The Engineering Department has reviewed this proposal and is recommending it for approval.

I concur:

  
Joseph R. Becker  
General Superintendent

Date:



cc:

Jason P Higginbotham, EMS Director  
Ethel Williams, Finance Director  
James Vincent, Director of Electrical Engineering  
Alvin Porter, Acting EDB Director  
Sal Mansour, Construction Manager, Trigon  
Melvin R. Spooner, Chief of Engineering

Celso Antunez, Project Manager Electrical Engineering  
Madeline Goddard, Deputy General Superintendent  
Angela Roberts, Project Manager, CH2M HILL  
Dexter Joseph, Budget Director  
Nolan Lambert, Special Counsel  
Gabe Signorelli, Chief of Facilities Maintenance

**CHANGE ORDER NO. 3 FOR CONTRACT 5222 - HURRICANE KATRINA RELATED REPAIRS TO CANAL BOULEVARD DRAINAGE UNDERPASS PUMPING STATION**

**WHEREAS**, the Sewerage and Water Board entered into Contract 5222 with Lou-Con Construction, Inc. in the amount of \$427,975.00 for FEMA funded repairs to the Canal Boulevard Drainage Underpass Pumping Station, and

**WHEREAS**, an inspection of the motor for pump #1 revealed bearing housing repairs were required at a cost of \$2,196.00, and

**WHEREAS**, the extensive additional repairs to the pumping system of the station requires warrants an extension of 45 calendar days and compensation to the Contactor for insurance costs and on-site sanitation costs resulting from the extended contract period in the amount of \$35,509.97, and

**WHEREAS**, upon inspection of the existing control panel, it was determined that the existing control panel was not large enough to accommodate all of the additional equipment. The contractor was requested to replace the existing control panel with a larger panel at a cost of \$5,100.49, and

**WHEREAS**, this Change Order, in the amount of \$43,024.68, brings the accumulated Contract change order total to \$517,708.25, or 121.0% of the original Contract value, and

**NOW THEREFORE BE IT RESOLVED**, that approval of Change Order No. 3 for Contract 5222 is ratified by the Sewerage and Water Board of New Orleans.

---

---

I, Cedric Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true  
and correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS







# Sewerage & Water Board

## Inter-Office Memorandum

---

**Date:** July 25, 2014

**From:** Joseph Becker, P.E.  
General Superintendent

**To:** Cedric Grant  
Executive Director

**Re:** Contract Number 5222 - Hurricane Katrina Related Repairs to Canal Blvd.  
Drainage Underpass Pumping Station

Enclosed please find a recommendation for approval of Change Order No. 3 for the above contract.

This additional work is for supplementary repairs needed to the motor for Pump No. 1, compensation to the Contractor for additional insurance costs and on-site sanitation costs incurred due to the extended duration of the Contract, and for the replacement of the automatic control panel. This Change Order extends the length of the Contract by 45 days to November 24, 2014. The required DBE participation on this Contract is 36% and the current participation is 16.3%. The Contractor is forecasted to meet a 16.7% DBE participation, and has had discussions with the EDBP Department since the forecasted participation is less than the goal.

This Change Order is in the amount of \$43,024.68 represents 10.1% of the original bid amount, and brings the cumulative total Change Orders to \$517,708.25 which is 121.0% of the original bid amount. Funds for this Change Order are available through the \$100 million Revolving Fund provided by the State of Louisiana. This Change Order will not be eligible for reimbursement into the revolving loan fund.

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

Joseph Becker, P.E.  
General Superintendent

cc: Madeline Goddard, Deputy General Superintendent  
Ron Spooner, Chief of Engineering  
Reid Dennis, FEMA Program Management Supervisor  
Tiffany Carter, EDB Director  
Jason Higginbotham, Director of Emergency Management  
Susan Higginbotham  
Mark Scally, Chester Engineers



# Sewerage & Water Board

## Inter-Office Memorandum

---

**Date:** July 25, 2014

**From:** Engineering Dept.

**To:** Joseph Becker, P.E.  
General Superintendent

**Re:** Contract Number 5222 - Hurricane Katrina Related Repairs to Canal Blvd. Drainage Underpass Pumping Station


### CHANGE ORDER NO. 3

Additional repairs to the motor for Pump No. 1, compensation to Contractor for insurance costs and on-site sanitation costs, and replacement of the automatic control panel.

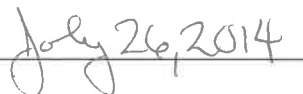
|  |              |
|--|--------------|
| Original Contract Bid Price:                 | \$427,975.00 |
| Previously Approved Change Orders:           | \$474,683.57 |
| This Change Order Amount:                    | \$43,024.68  |
| Total Change Orders (% of Original Contract) | 121.0%       |
| Total Dollar Change Order Amount:            | \$517,708.25 |
| Contract DBE Participation                   | 36.0 %       |
| Current DBE Participation                    | 16.3%        |
| Forecasted DBE Participation                 | 16.7%        |

The Engineering Department has reviewed this proposal and is recommending it for approval.

I concur:

  
Joseph R. Becker  
General Superintendent

Date:



cc: Reid Dennis, FEMA PM Supervisor  
Madeline Goddard, Deputy General Superintendent  
Bob Moeinian, Chief of Operations  
Ethel Williams, Finance  
Jason Higginbotham, EM Director

Ron Spooner, Chief of Engineering  
Tiffany Carter, EDB Director  
Dexter Joseph, Budget  
Nolan Lambert, Special Counsel  
Mark Scally, Chester Engineers

**SCOPE OF CHANGES No. 3  
DRAINAGE PROGRAM  
CONTRACT 5222 - Canal Blvd. UPS  
(Change Order No. 3)**

**ADDITIONAL ITEMS TO BE ADDED TO CONTRACT**

| Item # | FCO# | Detailed Description                            | Units    | Unit Price   | Quantity | Amount       | Days | Comments   |
|--------|------|---|----------|--------------|----------|--------------|------|--|
| 1      | 2    | Additional Motor Repairs (Pump No 1)            | Lump Sum | \$ 2,196.00  | 1        | \$ 2,196.00  | 90   |  |
| 2      | 3    | Contract Extension                              |          | \$           | 0        | \$           | -    | Note that CO 1 (R-142-2013) awarded the Contractor 250 days associated with this FCO |
| 3      | 4    | Insurance & Sanitation costs/Contract Extension | Lump Sum | \$ 12,824.91 | 1        | \$ 35,509.97 | 111  |  |
| 4      | 5    | Replacement of automatic control panel          | Lump Sum | \$ 5,100.49  | 1        | \$ 5,318.71  | 0    |  |

|                 |       |
|-----------------|-------|
| Contract DBE%   | 36.0% |
| Current DBE%    | 16.3% |
| Forecasted DBE% | 16.7% |

|                                  |               |
|----------------------------------|---------------|
| Original                         | \$ 427,975.00 |
| Amount of previous Change Orders | \$ 474,683.57 |
| Amount this Change Order         | \$ 43,024.68  |
| Change Orders to date            | \$ 517,708.25 |

|                        |     |
|------------------------|-----|
| BASE                   |     |
| Original Contract Days | 120 |
| Days Previously Added  | 596 |
| Days this Change Order | 45  |
| Days Added to date     | 641 |

*see attached*

**REVISED CONTRACT AMOUNT \$ 945,683.25**

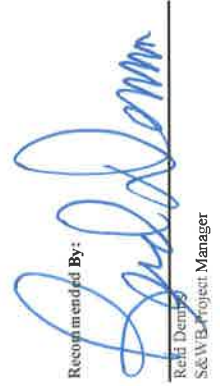
**REVISED CONTRACT DAYS 761**

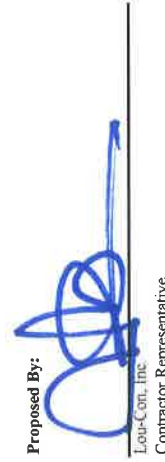
**% OF ORIGINAL CONTRACT AMOUNT**

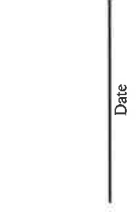
|                       |               |
|-----------------------|---------------|
| This Change Order     | 10.1%         |
| Previous Change Order | 110.9%        |
| <b>TOTAL TO DATE</b>  | <b>121.0%</b> |

|                                |            |
|--------------------------------|------------|
| Work Order Date                | 10/24/2012 |
| Work Completion Milestone Date | 11/24/2014 |

It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price

Recommended By:   
Ref: Dennis  
S&WB Project Manager

Proposed By:   
Lou-Con, Inc.  
Contractor Representative

Approved By:   
Melvin R. Spooner  
Chief of Engineering

Date:   
Date

Date

**RATIFICATION OF CHANGE ORDER NO. 1 FOR CONTRACT 3698 –  
RESTORATION OF EXISTING GRAVITY SEWER MAINS BY EXCAVATION  
AND REPLACEMENT FROM MANHOLE TO MANHOLE AT VARIOUS SITES  
THROUGHOUT ORLEANS PARISH**

**WHEREAS**, the Sewerage and Water Board entered into Contract 3698 with Wallace C. Drennan in the amount of \$4,672,600.00 for the above referenced contract, and

**WHEREAS**, an additional \$262,762.26 was required to extend this contract until a new replacement contract could be issued, and

**WHEREAS**, this Change Order, in the amount of \$262,762.26 is the first and only change order and represents 5.6% above the original contract value.

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 1 for Contract 3698 is ratified by the Sewerage and Water Board of New Orleans.

---

---

I, Cedric Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true  
and correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



# SEWERAGE AND WATER BOARD OF NEW ORLEANS

## Inter-Office Memorandum

---

**Date:** July 22, 2014

**From:** Joseph Becker, P.E.  
General Superintendent

**To:** Cedric Grant  
Executive Director

**Re:** Contract 3698- RESTORATION OF EXISTING GRAVITY SEWER MAINS BY  
EXCAVATION & REPLACEMENT FROM MANHOLE TO  
MANHOLE AT VARIOUS SITES THROUGHOUT ORLEANS  
PARISH

Enclosed please find a recommendation from Rudy August- Chief of Networks, for approval of Change Order No. 01 for the above contract.

This change order is in the amount of \$262762.26 and funds for this change order are available through Capital Program 318. The DBE participation on this contract is 36% and this will continue through this approved change order.

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

A handwritten signature in cursive script that reads "Joseph Becker".

Joseph Becker, P.E.  
General Superintendent



# SEWERAGE AND WATER BOARD OF NEW ORLEANS

## Inter-Office Memorandum

**Date:** July 22, 2014

**From:** Rudy August  
Chief of Networks

**To:** Joseph Becker, P.E.  
General Superintendent

**Re:** Contract 3698- RESTORATION OF EXISTING GRAVITY SEWER MAINS BY  
EXCAVATION & REPLACEMENT FROM MANHOLE TO  
MANHOLE AT VARIOUS SITES THROUGHOUT ORLEANS  
PARISH

CHANGE ORDER NO. 01

**Description of Change Order:**

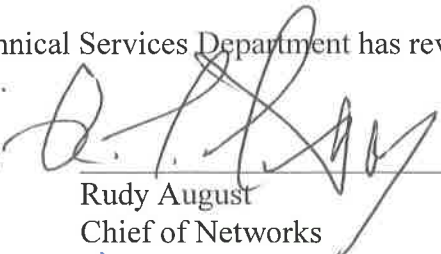
This change order consists of additional sewer main segments that were in need of immediate repair. All of the work performed was within the scope of the contract.

|                                  |            |
|----------------------------------|------------|
| Original Contract Bid Price:     | 4672600.00 |
| DBE Participation                | 36%        |
| Previous Change Orders Approved: | N/A        |

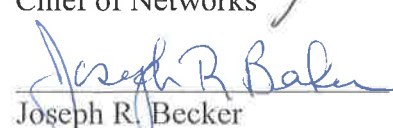
|                           |           |
|---------------------------|-----------|
| This change order amount: | 262762.26 |
|---------------------------|-----------|

|  |           |
|--|-----------|
| Total Change Orders (% of Original Contract) | 5.6%      |
| Total Dollar Change Order Amount:            | 262762.26 |

The Technical Services Department has reviewed this proposal and is recommending it for approval.

I concur:   
Rudy August  
Chief of Networks

Date: 7/23/14

I concur   
Joseph R. Becker  
General Superintendent

Date: JUL 23 2014

cc:

**RATIFICATION OF CHANGE ORDER NO. 7 FOR CONTRACT 3661 –  
MODIFICATIONS TO EAST BANK WASTEWATER TREATMENT PLANT FLOOD  
PROTECTION SYSTEM**

**WHEREAS**, the Sewerage and Water Board entered into Contract 3661 with Cajun Constructors, Inc. for FEMA funded Modifications to the East Bank Wastewater Treatment Plant Flood Protection System in the bid amount of \$24,391,466.00, and

**WHEREAS**, in the course of these modifications, fences and gates were installed at the front entrance service roads and at the access ladder near the north roller gate, at an additional cost of \$15,908.00. This cost will be eligible for FEMA reimbursement, and

**WHEREAS**, in the course of these modifications, a line stop was required in the 66" effluent line. This work will require an additional 37 days being added to the contract and at an additional cost of \$312,517.00. This cost will be eligible for FEMA reimbursement, and

**WHEREAS**, the Sewerage and Water Board has previously approved Change Orders for this Contract in the amount of \$2,906,427.15. This Change Order, in the amount of \$328,425.00, brings the accumulated total to \$3,234,852.15, which is 13.3% of the original Contract value.

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 7 for Contract 3661 be ratified by the Sewerage and Water Board

---

I, Cedric Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true  
and correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
According to law, on August 20, 2014

---

CEDRIC GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS





# SEWERAGE AND WATER BOARD OF NEW ORLEANS

## Inter-Office Memorandum

---

**Date:** July 18, 2014

**From:** Joseph R. Becker, P.E.  
General Superintendent

**To:** Cedric Grant  
Executive Director

**Re:** Contract Number 3661 – Modification to East Bank Wastewater Treatment Plant Flood Protection System

Enclosed please find a recommendation for approval of Change Order No. 7 for the above Contract. This Change Order is in the amount of \$328,425.00 and funds for this Change Order will be eligible for reimbursement through FEMA.

This additional work entails the installation of fence and gates at the front entrance service roads and at the access ladder near the north roller gate, installation of a line stop in the existing 66 inch effluent line. This work will require an additional 37 days being added to the contract. The required DBE participation on the Contract is 35% and the Contractor is forecasted to meet a 37.5% DBE participation.

The previous change orders for this contract were in the amount of \$2,906,427.15. This change order brings the accumulated total to \$3,234,852.15 which is 13.3% above the original bid amount of Contract.

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

Joseph R. Becker, P.E.  
General Superintendent

**Cc:** Madeline Goddard, Deputy General Superintendent  
Melvin R. Spooner, Chief of Engineering  
Reid Dennis, FEMA Program Management Supervisor  
Alvin Porter, EDB Director  
Jason Higginbotham, Director of Emergency Management  
Anita Simmons  
Brian Schick, BKI



# SEWERAGE AND WATER BOARD OF NEW ORLEANS

## Inter-Office Memorandum

---

**Date:** July 18, 2014

**From:** Engineering Dept

**To:** Joseph R. Becker, P.E.  
General Superintendent

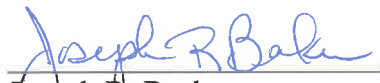
**Re:** Contract Number 3661 – Modification to East Bank Wastewater Treatment Plant Flood Protection System  
CHANGE ORDER NO. 7

Install fence and gates at the front entrance service roads and at the access ladder near the north roller gate, installation of a line stop in the existing 66 inch effluent line. This work will require an additional 37 days being added to the contract.

|  |                 |
|--|-----------------|
| Original Contract Bid Price:                 | \$24,391,466.00 |
| Contract DBE Participation                   | 35%             |
| Current DBE Participation                    | 37.5%           |
| Previous Change Orders Approved:             | \$2,906,427.15  |
| This Change Order Amount:                    | \$328,425.00    |
| Total Change Orders (% of Original Contract) | 13.3%           |
| Total Dollar Change Order Amount:            | \$3,234,852.15  |

The Engineering Department has reviewed this proposal and is recommending it for approval.

I concur:

  
Joseph R. Becker  
General Superintendent

Date:



**Cc:** Reid Dennis, FEMA Program Management Supervisor  
Melvin R. Spooner, Chief of Engineering  
Bob Moeinian, Chief of Operations  
Madeline Goddard, Deputy General Superintendent  
Alvin Porter, EDB Director  
Jason Higginbotham, Director of Emergency Management  
Nolan Lambert, Special Counsel  
Dexter Joseph, Budget  
Ethel Williams, Finance  
Brian Schick, BKI

**SCOPE OF CHANGES**  
**Contract 3661**  
**(Change Order NO. 7)**

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

| Item # | PCM # | Detailed Description   | Units | Unit Price    | Quantity | Amount        | days | Comments            |
|--------|-------|--|-------|---------------|----------|---------------|------|---------------------|
| 1      | 36    | Install fence and two 20 foot gates at front entrance service roads and fence and gate at access ladder near the roller gate | 1     | \$ 15,908.00  | 1        | \$ 15,908.00  | 0    | Pending FEMA Review |
| 2      | 37    | Install line stop in the existing 66 inch SFM  | 1     | \$ 312,517.00 | 1        | \$ 312,517.00 | 37   | Pending FEMA Review |
|        |       |  |       |               |          |               |      |                     |

**CONTRACT DAYS**  
**(BASE)**

|                        |      |
|------------------------|------|
| Original Contract Days | BERM |
| Days Previously Added  | 520  |
| Days this Change Order | 319  |
| Days Added to date     | 37   |
|                        | 350  |

**CONTRACT**  
**AMOUNT**

|                                  |                  |
|----------------------------------|------------------|
| Original                         | \$ 24,391,466.00 |
| Amount of previous Change Orders | \$ 2,906,427.15  |
| Amount this Change Order         | \$ 328,425.00    |
| Change Orders to date            | \$ 3,234,852.15  |

|               |       |
|---------------|-------|
| Contract DBE% | 35%   |
| Current DBE%  | 37.5% |

**REVISED CONTRACT DAYS**

|            |
|------------|
| <b>870</b> |
|------------|

**REVISED CONTRACT AMOUNT \$ 27,626,318.15**

**% OF ORIGINAL CONTRACT**  
**AMOUNT**

|                       |              |
|-----------------------|--------------|
| This Change Order     | 1.3%         |
| Previous Change Order | 11.9%        |
| <b>TOTAL TO DATE</b>  | <b>13.3%</b> |

|                 |           |
|-----------------|-----------|
| BERM            | 3/27/2012 |
| Work Order Date | CD Date   |
|                 | N/A       |
|                 | FLOAT     |
|                 | N/A       |

**FINAL COMPLETION DATE**

|                                 |            |
|---------------------------------|------------|
| BERM                            | 8/29/2013  |
| Original                        | 8/29/2013  |
| Revised Date w/ added days      | 8/14/2014  |
| Forecasted Completion Milestone | 10/14/2014 |

It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price.

Proposed By:



Recommended By:

 7/22/14

Reid Dennis  
S&WB Project Manager

Approved By:

 Jamey Sandefur  
Contractor Representative

Date

7/18/14

Date

**RATIFICATION OF CHANGE ORDER NO. 9 FOR CONTRACT 1350 -  
HURRICANE RELATED REPAIRS TO TURBINE 4 AT THE CARROLLTON  
WATER PURIFICATION PLANT – POWER COMPLEX**

**WHEREAS**, the Sewerage and Water Board entered into Contract 1350 with Industrial & Mechanical Construction, Inc. in the amount of \$12,750,000 for FEMA funded repairs to Turbine 4 at the Carrollton Water Purification Plan – Power Complex and

**WHEREAS**, additional contract time of 120 contract days is required due to coordination with ongoing repairs with the US Army Corps of Engineers and to perform additional repairs, and

**WHEREAS**, this Change Order, in the amount of \$0.00, the accumulated Contract change order total remains \$1,602,721.89, or 12.57% of the original Contract value.

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 9 for Contract 1350 is ratified by the Sewerage and Water Board of New Orleans.

---

I, Cedric Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true  
and correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



# SEWERAGE AND WATER BOARD OF NEW ORLEANS

## Inter-Office Memorandum

---

**Date:** May 16, 2014

**From:** Joseph R. Becker, P.E.  
General Superintendent

**To:** Cedric Grant  
Executive Director

**Re:** Contract 1350 – Hurricane Katrina Related Repairs to Turbine 4 at the Carrollton Water Purification Plant – Power Complex  
Change Order 9


Enclosed please find a recommendation for approval of Change Order No. 9 for the above captioned contract.

This change order is in the amount of \$0.00, but adds 120 Additional Contract Days to the contract.

Due to the size, complexity and scope of the casing repair, tube sheets/ baffles and additional tubes change orders, it took several months to agree on price, scope and to secure additional proposals for consideration. The repairs were further delayed due to USACE blocking access to the crane. When the Contractor started the casing repairs, they encountered unanticipated conditions which are causing repairs to take longer than anticipated such as the additional machining required for the warped casing and rolling the condenser tubes.

This change order does not involve cost therefore; eligibility for FEMA reimbursement is not an issue. The required DBE participation goal on this contract is 5% percent and will remain unchanged through this approved change order. Previous change orders to this contract totaled \$1,602,721.89. This Change Order brings the cumulative total of Change Orders to \$1,602,721.89, which is 12.57% of the original bid amount of the Contract.

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

  
Joseph Becker, P.E.  
General Superintendent

**Cc:** Madeline Goddard, Deputy General Superintendent  
Melvin R. Spooner, Chief of Engineering  
Jason Higginbotham, Director of Emergency Management  
Reid Dennis, FEMA Program Manager Supervisor  
Alvin Porter, Acting EDB Director  
Roy Thomas, CH2M HILL



# SEWERAGE AND WATER BOARD OF NEW ORLEANS

## Inter-Office Memorandum

**Date:** May 16, 2014  
**From:** Engineering Dept.  
**To:** Joseph R. Becker, P.E.  
General Superintendent  
**Re:** Contract 1350 – Hurricane Katrina Related Repairs to Turbine 4 at the Carrollton Water Purification Plant  
– Power Complex  
Change Order 9

Enclosed please find a recommendation for approval of Change Order No. 9 for the above captioned contract.

This change order is for an additional 120 contract days and adds zero dollars to the contract.

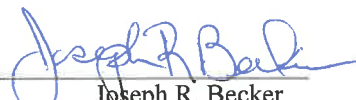
Due to the size, complexity and scope of the casing repair, tube sheets/ baffles and additional tubes change orders, it took several months to agree on price, scope and to secure additional proposals for consideration. The repairs were further delayed due to USACE blocking access to the crane. When the Contractor started the casing repairs, they encountered unanticipated conditions which are causing repairs to take longer than anticipated such as the additional machining required for the warped casing and rolling the condenser tubes.

There is no cost associated to this change order therefore; eligibility for FEMA reimbursement is not an issue.

|   |                 |
|---|-----------------|
| Original Contract Bid Price:                          | \$12,750,000.00 |
| DBE Participation:                                    | 5%              |
| Previous Change Orders Approved:                      | \$1,602,721.89  |
| This Change Order Amount:                             | \$0.00          |
| Total Cumulative Change Order % of Original Contract: | 12.57%          |
| Total Cumulative Dollar Change Order Amount:          | \$1,602,721.89  |

The Engineering Department has reviewed this proposal and is recommending it for approval.

I concur:

  
Joseph R. Becker  
General Superintendent

Date:



Cc:

Jason P Higginbotham, EMS Director  
Ethel Williams, Finance Director  
Bob Moeinian, Chief of Operations  
Alvin Porter, Acting EDB Director  
Hunter Hyche, Construction Mgr, CH2M HILL  
Melvin R. Spooner, Chief of Engineering

Reid Dennis, FEMA Program Management Supervisor  
Madeline Goddard, Deputy General Superintendent  
Roy Thomas, Program Manager, CH2M HILL  
Dexter Joseph, Budget Director  
Nolan Lambert, Special Counsel

**SCOPE OF CHANGES  
WATER PROGRAM  
CONTRACT 1350  
(Change Order NO. 9)**

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

| Item # | FCO# | Detailed Description         | Units | Unit Price | Quantity | Amount | Days | Comments   |
|--------|------|------------------------------|-------|------------|----------|--------|------|------------|
| 1      | 12   | 120 Additional Contract Days | 1     | \$0.00     | 1        | \$0.00 | 120  | Ineligible |
| TOTAL  |      |                              |       |            |          | \$0.00 |      |            |

|               |      |
|---------------|------|
| Contract DBE% | 5.0% |
| Current DBE%  | 5.0% |

|                                  |    |               |
|----------------------------------|----|---------------|
| Original                         | \$ | 12,750,000.00 |
| Amount of previous Change Orders | \$ | 1,599,465.26  |
| Amount this Change Order         | \$ | \$0.00        |
| Change Orders to date            | \$ | 1,599,465.26  |
| <b>REVISED CONTRACT AMOUNT</b>   |    |               |
| <b>\$ 14,349,465.26</b>          |    |               |


|                              |      |
|------------------------------|------|
| Original Contract Days       | BASE |
| Days Previously Added        | 340  |
| Days this Change Order       | 529  |
| Days Added to date           | 120  |
| <b>REVISED CONTRACT DAYS</b> |      |
| <b>989</b>                   |      |

**% OF ORIGINAL CONTRACT AMOUNT**

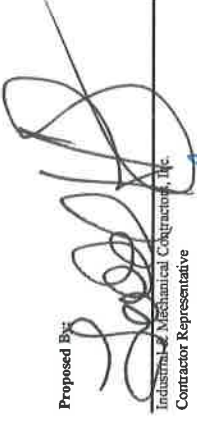
|                       |               |
|-----------------------|---------------|
| This Change Order     | 0.00%         |
| Previous Change Order | 12.54%        |
| <b>TOTAL TO DATE</b>  | <b>12.54%</b> |

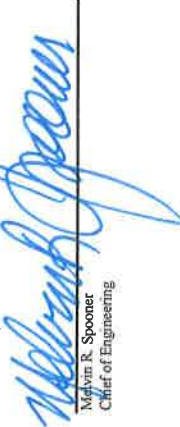
Work Order Date: 1/18/2012

It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price.

Recommended By:   
Reid Dennis  
S&WB Project Manager

6/9/14  
Date

Proposed By:   
Industrial Mechanical Contractors, Inc.  
Contractor Representative

Approved By:   
Melvin R. Spooner  
Chief of Engineering

5.21.14  
Date

6/12/14  
Date

**RATIFICATION OF CHANGE ORDER NO. 5 FOR CONTRACT 1352 -  
HURRICANE RELATED REPLACEMENT OF THE PUMP PACKAGE AT THE  
CARROLLTON WATER PURIFICATION PLANT – POWER COMPLEX**

**WHEREAS**, the Sewerage and Water Board entered into Contract 1352 with Industrial & Mechanical Construction, Inc. in the amount of \$2,721,890.00 for the FEMA funded Replacement of the Pump Package at the Carrollton Water Purification Plan – Power Complex and

**WHEREAS**, the contractor was directed to change steam pipe gaskets, add three ball valves, furnish and relocate pressure switches, relocate gear for MCC and complete changes to piping jackets. This work will be not eligible for FEMA reimbursement, and

**WHEREAS**, the Contractor requires an additional forty five (45) Contract days to complete this work and

**WHEREAS**, this Change Order, in the amount of \$62,992.26, brings the accumulated Contract change order total to \$155,421.20, or 5.71% of the original Contract value.

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 5 for Contract 1352 is ratified by the Sewerage and Water Board of New Orleans.

---

I, Cedric Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true  
and correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC GRANT, Executive Director  
SEWERAGE AND WATER BOARD OF NEW ORLEANS





# SEWERAGE AND WATER BOARD OF NEW ORLEANS

## Inter-Office Memorandum

---

**Date:** June 25, 2014

**From:** Joseph R. Becker, P.E.  
General Superintendent

**To:** Cedric Grant, Executive Director

**Re:** Contract 1352 – Hurricane Katrina Related Replacement of the Pump Package at the Carrollton Water Purification Plant – Power Complex

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


This change order encompasses the following work:

1. Change remaining steam pipe gaskets.
2. Add three ball valves to pressure transmitter runs: one to isolate the tank and two to isolate the air compressors.
3. Furnish and relocate pressure switches.
4. Gear for MCC moved due to lack of clearance.
5. Piping jacket change - fabricate, prime, paint & install new discharge piping on pressure safety relief valve PSV 625 & replace aluminum jacket on piping for pumps 625 & 626.

The total cost of this change order is \$62,992.26 and the additional work will require 45 contract days be added to the schedule. This cost is not eligible for FEMA reimbursement because the repairs are not related to repairs of storm damages.

The required DBE participation goal on this contract is 26% percent and will remain unchanged through this approved change order. Previous change orders to this contract totaled \$92,428.94. This Change Order brings the cumulative total of Change Orders to \$155,421.20, which is 5.71% of the original bid amount of the Contract.

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

  
Joseph R. Becker, P.E.  
General Superintendent

**Cc:** Madeline Goddard, Deputy General Superintendent  
Melvin R. Spooner, Chief of Engineering  
Reid Dennis, FEMA Program Manager Supervisor  
Alvin Porter, Acting EDB Director  
Roy Thomas, CH2M HILL  
Jason Higginbotham, Director of Emergency Management



# SEWERAGE AND WATER BOARD OF NEW ORLEANS

## Inter-Office Memorandum

**Date:** June 25, 2014

**From:** Engineering Department

**To:** Joseph Becker, P.E.  
General Superintendent

**Re:** Contract 1352 – Hurricane Katrina Related Replacement of the Pump Package at the Carrollton Water Purification Plant – Power Complex

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

This change order encompasses the following work:


1. Change remaining steam pipe gaskets.
2. Add three ball valves to pressure transmitter runs: one to isolate the tank and two to isolate the air compressors.
3. Furnish and relocate pressure switches.
4. Gear for MCC moved due to lack of clearance.
5. Piping jacket change - fabricate, prime, paint & install new discharge piping on pressure safety relief valve PSV 625 & replace aluminum jacket on piping for pumps 625 & 626.

This additional work will require 45 contract days to be added to the contract and the cost is not eligible for FEMA reimbursement. The above work results in an additional cost in the amount of \$62,992.26.

|   |                |
|---|----------------|
| Original Contract Bid Price:                          | \$2,721,890.00 |
| DBE Participation:                                    | 26%            |
| Previous Change Orders Approved:                      | \$92,428.94    |
| This Change Order Amount:                             | \$62,992.26    |
| Total Cumulative Change Order % of Original Contract: | 5.71%          |
| Total Cumulative Dollar Change Order Amount:          | \$155,421.20   |

The Engineering Department has reviewed this proposal and is recommending it for approval.

I concur:

  
Joseph R. Becker  
General Superintendent

Date:   
June 30, 2014

Cc:

Jason P Higginbotham, EMS Director  
Ethel Williams, Finance Director  
Bob Moeinian, Chief of Operations  
Alvin Porter, Acting EDB Director  
Nolan Lambert, Special Counsel

Reid Dennis, FEMA Program Management Supervisor  
Madeline Goddard, Deputy General Superintendent  
Roy Thomas, Program Manager, CH2M HILL  
Dexter Joseph, Budget Director  
Melvin R. Spooner, Chief of Engineering

**SCOPE OF CHANGES  
WATER PROGRAM  
CONTRACT 1352  
(Change Order NO. 5)**

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

| Item #       | FCO# | Detailed Description   | Units | Unit Price  | Quantity | Amount             | Days      | Comments   |
|--------------|------|--|-------|-------------|----------|--------------------|-----------|------------|
| 1            |      | Change remaining steam pipe gaskets.   | 1     | \$11,482.30 | 1        | \$11,482.30        | 20        | Ineligible |
| 2            |      | Add three ball valves to pressure transmitter runs: one to isolate the tank and two to isolate the air compressors.  | 1     | \$1,285.89  | 1        | \$1,285.89         | 5         | Ineligible |
| 3            | 5    | Furnish and relocate pressure switches.  | 1     | \$4,931.88  | 1        | \$4,931.88         | 5         | Ineligible |
| 4            |      | Gear for MCC moved due to lack of clearance.   | 1     | \$35,815.31 | 1        | \$35,815.31        | 10        | Ineligible |
| 5            |      | Piping jacket change - fabricate, prime, paint & install new discharge piping on pressure safety relief valve PSV 625 & replace aluminum jacket on piping for pumps pba 625 & 626. | 1     | \$9,476.88  | 1        | \$9,476.88         | 5         | Ineligible |
| <b>TOTAL</b> |      |  |       |             |          | <b>\$62,992.26</b> | <b>45</b> |            |

|               |              |
|---------------|--------------|
| Contract DBE% | <b>26.0%</b> |
| Current DBE%  | <b>26.0%</b> |

|                                  |                 |
|----------------------------------|-----------------|
| Original                         | \$ 2,721,890.00 |
| Amount of previous Change Orders | \$ 92,428.94    |
| Amount this Change Order         | \$62,992.26     |
| Change Orders to date            | \$ 155,421.20   |

|                        |     |
|------------------------|-----|
| Original Contract Days | 300 |
| Days Previously Added  | 337 |
| Days this Change Order | 45  |
| Days Added to date     | 382 |


**REVISED CONTRACT AMOUNT \$ 2,877,311.20**      **REVISED CONTRACT DAYS 682**

**% OF ORIGINAL CONTRACT AMOUNT**


|                       |              |
|-----------------------|--------------|
| This Change Order     | 2.31%        |
| Previous Change Order | 3.40%        |
| <b>TOTAL TO DATE</b>  | <b>5.71%</b> |

Work Order Date 9/17/2012

It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price. It is also confirmed by the Contractor that the DBE % will remain in tact throughout this change order.

Recommended By:   
Reid L. Denys  
S&WB Project Manager

Proposed By:   
Industrial & Mechanical Contractors, Inc.  
Contractor Representative

Approved By:       Date 7/11/14  
Melvin R. Spooner  
Chief of Engineering

**RATIFICATION OF CHANGE ORDER NO. 6 FOR CONTRACT 8139 -  
HURRICANE KATRINA RELATED REPLACEMENT OF THE CENTRAL  
YARD ANNEX BUILDING**

**WHEREAS**, the Sewerage and Water Board entered into Contract 8139 with W.L. Wyman Construction Company, Inc. in the amount of \$1,035,164.00 for FEMA funded Replacement of the Central Yard Annex Building Damaged during Hurricane Katrina

**WHEREAS**, the Contractor will furnish and install new communications lines, intercom wire and order fiber optic data cable from the warehouse to the Annex building, remove existing breaker and install new 60 amp breaker and disconnect for the A/C unit.

**WHEREAS**, the Contractor will be granted an additional 45 Contract days to complete the work and,

**WHEREAS**, this Change Order, in the amount of \$50,757.39 brings the accumulated Contract change order total to \$120,436.73 or 11.6% of the original Contract value.

**NOW THEREFORE BE IT RESOLVED**, the approval of Change Order No. 6 for Contract 8139 is ratified by the Sewerage and Water Board of New Orleans.

---

---

I, Cedric Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true  
and correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



# SEWERAGE AND WATER BOARD OF NEW ORLEANS

## Inter-Office Memorandum

---

**Date:** July 10, 2014

**From:** Joseph R. Becker, P.E.  
General Superintendent

**To:** Cedric Grant  
Executive Director


**Re:** Contract 8139 – Hurricane Katrina Related Replacement of the Central Yard Annex Building  
CHANGE ORDER NO. 6

Enclosed please find a recommendation for approval of change order 6 for the above contract. This change order is in the amount of \$50,757.39. This change order will not be eligible for reimbursement from FEMA and will be paid out of the state of Louisiana revolving grant.

The Contractor will furnish and install new phone line, 16 conductor intercom wire and order fiber optic data cable from the warehouse to Annex building. The Contractor will also remove the existing amp breaker and disconnect and install a new 60 amp breaker and disconnect for the A/C unit.

The required DBE participation goal on this contract is 36% percent and will remain unchanged through this approved change order. Previous change orders to this contract totaled \$69,679.34. This Change Order in the amount of \$50,757.39 brings the cumulative total of Change Orders to \$120,436.73, or 11.6% of the original bid amount of the Contract.

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

  
Joseph R. Becker, P.E.  
General Superintendent

**Cc:** Madeline Goddard, Deputy General Superintendent  
Melvin R. Spooner, Chief of Engineering  
Reid Dennis, FEMA Program Manager Supervisor  
Alvin Porter, Acting EDB Director  
Jason Higginbotham, Director of Emergency Management  
Roy Thomas, CH2M HILL



# SEWERAGE AND WATER BOARD OF NEW ORLEANS

## Inter-Office Memorandum

**Date:** July 10, 2014  
**From:** Engineering Dept.  
**To:** Joseph R. Becker, P.E.  
General Superintendent  
**Re:** Contract 8139 – Hurricane Katrina Related Replacement of the Central Yard Annex Building

### CHANGE ORDER NO. 6

Contractor to furnish and install new phone line, 16 conductor intercom wire and furnish fiber optic data cable from the warehouse to Annex building. The Contractor will also remove the existing amp breaker and disconnect and install a new 60 amp breaker and disconnect for the A/C unit.


The contractor will be granted forty five (45) additional days to complete the work.

Please see the attached scope of changes form.

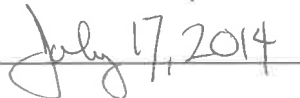
|   |                |
|---|----------------|
| Original Contract Bid Price:                          | \$1,035,164.00 |
| DBE Participation:                                    | 36%            |
| Previous Change Orders Approved:                      | \$69,679.34    |
| This Change Order Amount:                             | \$50,757.39    |
| Total Cumulative Change Order % of Original Contract: | 11.6%          |
| Total Cumulative Dollar Change Order Amount:          | \$120,436.73   |

The Engineering Department has reviewed this proposal and is recommending it for approval.

I concur:

  
Joseph R. Becker  
General Superintendent

Date:



#### cc:

Jason P Higginbotham, Director of EMS  
Jack Huerkamp, Chief of Eng.  
Ethel Williams, Finance  
Bob Moeinian, Chief of Operations  
Alvin Porter, EDB Director  
Brian Ferrara, Special Counsel

Reid Dennis, FEMA PgM Mgmt Supervisor  
Madeline Goddard, Deputy General Superintendent  
Dexter Joseph, Budget  
Roy Thomas, Program Mgr. CH2M HILL  
Kristi Sanford, ECM  
Joseph R. Becker, General Superintendent

**SCOPE OF CHANGES  
WATER PROGRAM  
CONTRACT 8139  
(Change Order NO. 6)**

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

| Item # | FCO# | Detailed Description   | Units | Unit Price   | Quantity | Amount      | Days | Comments                            |
|--------|------|--|-------|--------------|----------|-------------|------|-------------------------------------|
| 1      | 7    | Furnish and install new phone line, 16 conductor intercom wire and order fiber optic data cable from the warehouse to Annex building. Remove and install new 60 amp breaker and disconnect for the A/C unit. | 1     | \$ 50,757.39 | 1        | \$50,757.39 | 45   | NOT Eligible for FEMA reimbursement |

|               |       |
|---------------|-------|
| Contract DBE% | 36.0% |
| Current DBE%  | 36.0% |

|                                  |                 |
|----------------------------------|-----------------|
| Original                         | \$ 1,035,164.00 |
| Amount of previous Change Orders | \$ 69,679.34    |
| Amount this Change Order         | \$ 50,757.39    |
| Change Orders to date            | \$ 120,436.73   |

|                        |     |
|------------------------|-----|
| Original Contract Days | 180 |
| Days Previously Added  | 539 |
| Days this Change Order | 45  |
| Days Added to date     | 584 |

**REVISED CONTRACT AMOUNT \$ 1,155,600.73**

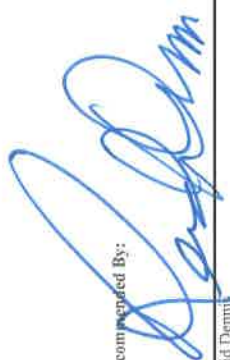
**REVISED CONTRACT DAYS 764**

**% OF ORIGINAL CONTRACT  
AMOUNT**



|                       |              |
|-----------------------|--------------|
| This Change Order     | 4.9%         |
| Previous Change Order | 6.7%         |
| <b>TOTAL TO DATE</b>  | <b>11.6%</b> |

Work Order Date 6/12/2012

It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price. It is further agreed that the DBE goal indicated above will continue to be achieved through this change order.

Recommended By:   
Reid Damm  
S&WB Project Manager

7/16/14  
Date

Proposed By:   
Contractor Representative  
Approved By:   
M. Ron Spooner  
Chief of Engineering

7-10-14  
Date

Date

**CHANGE ORDER NO. 4 FOR CONTRACT 5221 - HURRICANE KATRINA RELATED REPAIRS TO PONTCHARTRAIN BLVD DRAINAGE UNDERPASS PUMPING STATION**

**WHEREAS**, the Sewerage and Water Board entered into Contract 5221 with Lou-Con Construction, Inc. in the amount of \$330,595.00 for FEMA funded repairs to the Pontchartrain Blvd. Drainage Underpass Pumping Station, and

**WHEREAS**, upon inspection of motor No. 2, it was discovered that additional repairs to the stator were required at an additional cost of \$6,855.20, and

**WHEREAS**, upon inspection of the existing control panel, it was determined that the existing control panel was not large enough to accommodate all of the additional equipment. The contractor was requested to replace the existing control panel with a larger panel at a cost of \$5,318.71, and

**WHEREAS**, this Change Order, in the amount of \$12,173.91, brings the accumulated Contract change order total to \$308,623.42, or 93.4% of the original Contract value, and

**NOW THEREFORE BE IT RESOLVED**, that approval of Change Order No. 4 for Contract 5221 is ratified by the Sewerage and Water Board of New Orleans.

---

I, Cedric Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true  
and correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS





# Sewerage & Water Board

## Inter-Office Memorandum

---

**Date:** July 25, 2014

**From:** Joseph Becker, P.E.  
General Superintendent

**To:** Cedric Grant  
Executive Director


**Re:** Contract Number 5221 - Hurricane Katrina Related Repairs to Pontchartrain  
Blvd. Drainage Underpass Pumping Station  
Change Order No. 4

Enclosed please find a recommendation for approval of Change Order No. 4 for the above contract.

This additional work is for supplementary repairs needed to the motor for Pump #2 and for the replacement of the automatic control panel. This Change Order does not extend the length of the Contract and the projected Substantial Completion date remains September 26, 2014. The required DBE participation on this Contract is 36% and the current participation is 19.0%. The Contractor is forecasted to meet a 19.2% DBE participation, and has had discussions with the EDBP Department since the forecasted participation is less than the goal.

This Change Order is in the amount of \$12,173.91 and brings the cumulative total Change Orders to \$308,623.42 which is 93.4% of the original bid amount. Funds for this Change Order are available through the \$100 million Revolving Fund provided by the State of Louisiana. This Change Order will not be eligible for reimbursement into the revolving grant fund.

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

  
Joseph Becker, P.E.  
General Superintendent

cc: Madeline Goddard, Deputy General Superintendent  
Ron Spooner, Chief of Engineering  
Reid Dennis, FEMA Program Management Supervisor  
Tiffany Carter, EDB Director  
Jason Higginbotham, Director of Emergency Management  
Susan Higginbotham  
Mark Scally, Chester Engineers



# Sewerage & Water Board

## Inter-Office Memorandum

---

**Date:** July 25, 2014

**From:** Engineering Dept.

**To:** Joseph Becker, P.E.  
General Superintendent

**Re:** Contract Number 5221 - Hurricane Katrina Related Repairs to Pontchartrain Blvd.  
Drainage Underpass Pumping Station

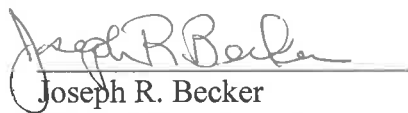
CHANGE ORDER NO. 4

Additional repairs to the motor for Pump #2 and replacement of the automatic control panel.

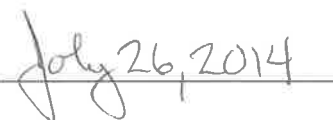
|  |              |
|--|--------------|
| Original Contract Bid Price:                 | \$330,595.00 |
| Previously Approved Change Orders:           | \$296,449.51 |
| This Change Order Amount:                    | \$12,173.91  |
| Total Change Orders (% of Original Contract) | 93.4%        |
| Total Dollar Change Order Amount:            | \$308,623.42 |
| Contract DBE Participation                   | 36.0%        |
| Forecasted DBE Participation                 | 19.2%        |

The Engineering Department has reviewed this proposal and is recommending it for approval.

I concur:

  
Joseph R. Becker  
General Superintendent

Date:



cc: Reid Dennis, FEMA PM Supervisor  
Madeline Goddard, Deputy General Superintendent  
Bob Moeinian, Chief of Operations  
Ethel Williams, Finance  
Jason Higginbotham, EM Director

Ron Spooner, Chief of Engineering  
Tiffany Carter, EDB Director  
Dexter Joseph, Budget  
Nolan Lambert, Special Counsel  
Mark Scally, Chester Engineers

**SCOPE OF CHANGES No. 4**  
**DRAINAGE PROGRAM**  
**CONTRACT 5221 - Pontchartrain Blvd. UPS**  
**(Change Order No. 4)**

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

| Item # | FCO# | Detailed Description                    | Units    | Unit Price  | Quantity | Amount      | Days | Comments  |
|--------|------|---|----------|-------------|----------|-------------|------|-----------|
| 1      | 5    | Additional repairs to motor for Pump #2 | Lump Sum | \$ 6,855.20 | 1        | \$ 6,855.20 | 0    | SWB funds |
| 2      | 6    | Replacement of automatic control panel  | Lump Sum | \$ 5,318.71 | 1        | \$ 5,318.71 | 0    | SWB funds |

|                 |       |
|-----------------|-------|
| Contract DBE%   | 36.0% |
| Current DBE%    | 19.0% |
| Forecasted DBE% | 19.0% |

|                                  |               |
|----------------------------------|---------------|
| Original                         | \$ 330,595.00 |
| Amount of previous Change Orders | \$ 296,449.51 |
| Amount this Change Order         | \$ 12,173.91  |
| Change Orders to date            | \$ 308,623.42 |

|                        |     |
|------------------------|-----|
| BASE                   |     |
| Original Contract Days | 100 |
| Days Previously Added  | 602 |
| Days this Change Order | 0   |
| Days Added to date     | 602 |

**REVISED CONTRACT AMOUNT \$ 639,218.42**

**REVISED CONTRACT DAYS 702**

**% OF ORIGINAL CONTRACT AMOUNT**

|                       |              |
|-----------------------|--------------|
| This Change Order     | 3.7%         |
| Previous Change Order | 89.7%        |
| <b>TOTAL TO DATE</b>  | <b>93.4%</b> |

|                                |            |
|--------------------------------|------------|
| Work Order Date                | 10/24/2012 |
| Work Completion Milestone Date | 9/26/2014  |


It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price.

Recommended By:

  
 Reid Dennis  
 S&WB Project Manager

Date

Proposed By:

  
 Lou-Cont, Inc.  
 Contractor Representative

Approved By:

Melvin R. Spooner  
 Chief of Engineering

Date

Date

**CHANGE ORDER NO. 4 FOR CONTRACT 5226 - HURRICANE KATRINA RELATED REPAIRS TO FRANKLIN AVENUE DRAINAGE UNDERPASS PUMPING STATION**

**WHEREAS**, the Sewerage and Water Board entered into Contract 5226 with Lou-Con Construction, Inc. in the amount of \$328,152.33 for FEMA funded repairs to the Franklin Avenue Drainage Underpass Pumping Station, and

**WHEREAS**, after inspection of the pumps, it was discovered that more extensive repairs were required and it would be more cost effective to replace rather than repair the pumps, at an additional cost of \$218,897.93, and

**WHEREAS**, upon inspection of the existing control panel, it was determined that the existing control panel was not large enough to accommodate all of the additional equipment. The contractor was requested to replace the existing control panel with a larger panel at a cost of \$5,100.49, and

**WHEREAS**, this Change Order, in the amount of \$223,998.44, brings the accumulated Contract change order total to \$394,469.17, or 120.2% of the original Contract value, and

**NOW THEREFORE BE IT RESOLVED**, that approval of Change Order No. 4 for Contract 5226 is ratified by the Sewerage and Water Board of New Orleans.

---

I, Cedric Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true  
and correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



# Sewerage & Water Board

## Inter-Office Memorandum

---

**Date:** July 25, 2014

**From:** Joseph Becker, P.E.  
General Superintendent

**To:** Cedric Grant  
Executive Director


**Re:** Contract Number 5226 - Hurricane Katrina Related Repairs to Franklin Ave.  
Drainage Underpass Pumping Station

Enclosed please find a recommendation for approval of Change Order No. 4 for the above contract.

This additional work is for the replacement of two pumps in lieu of the contracted repairs and for the replacement of the automatic control panel. The required DBE participation on this Contract is 36% and the current participation is 20.6%. The Contractor is forecasted to meet a 28.4% DBE participation and has had discussions with the EDBP Department since the forecasted participation is less than the goal.

This Change Order is in the amount of \$223,998.44 and brings the cumulative total Change Orders to \$394,469.17 which is 120.2% of the original bid amount. Funds for this Change Order are available through the \$100 million Revolving Fund provided by the State of Louisiana. This Change Order is not be eligible for reimbursement into the revolving loan fund.

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

  
Joseph Becker, P.E.  
General Superintendent

cc: Madeline Goddard, Deputy General Superintendent  
Ron Spooner, Chief of Engineering  
Reid Dennis, FEMA Program Management Supervisor  
Tiffany Carter, EDB Director  
Jason Higginbotham, Director of Emergency Management  
Susan Higginbotham  
Mark Scally, Chester Engineers



# Sewerage & Water Board

## Inter-Office Memorandum

---

**Date:** July 25, 2014

**From:** Engineering Dept.

**To:** Joseph Becker, P.E.  
General Superintendent

**Re:** Contract Number 5226 - Hurricane Katrina Related Repairs to Franklin Ave. Drainage Underpass Pumping Station

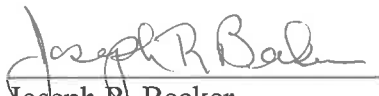
### CHANGE ORDER NO. 4

Replacement of two pumps in lieu of contracted repairs and the replacement of the automatic control panel.

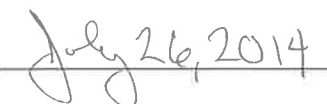
|  |              |
|--|--------------|
| Original Contract Bid Price:                 | \$328,152.00 |
| Previously Approved Change Orders:           | \$170,470.73 |
| This Change Order Amount:                    | \$223,998.44 |
| Total Change Orders (% of Original Contract) | 120.2%       |
| Total Dollar Change Order Amount:            | \$394,469.17 |
| Contract DBE Participation                   | 36.0 %       |
| Current DBE Participation                    | 20.6%        |
| Forecasted DBE Participation                 | 28.4%        |

The Engineering Department has reviewed this proposal and is recommending it for approval.

I concur:

  
Joseph R. Becker  
General Superintendent

Date:

  
July 26, 2014

cc: Reid Dennis, FEMA PM Supervisor  
Madeline Goddard, Deputy General Superintendent  
Bob Moeinian, Chief of Operations  
Ethel Williams, Finance  
Jason Higginbotham, EM Director

Ron Spooner, Chief of Engineering  
Tiffany Carter, EDB Director  
Dexter Joseph, Budget  
Nolan Lambert, Special Counsel  
Mark Scally, Chester Engineers

**SCOPE OF CHANGES No. 4**  
**DRAINAGE PROGRAM**  
**CONTRACT 5226**  
**(Change Order No. 4)**

**ADDITIONAL ITEMS TO BE ADDED TO CONTRACT**

| Item # | FCO# | Detailed Description                   | Units    | Unit Price    | Quantity | Amount        | Days | Comments |
|--------|------|--|----------|---------------|----------|---------------|------|----------|
| 1      | 5    | Pump Replacement                       | Lump Sum | \$ 218,897.95 | 1        | \$ 218,897.95 | 0    |          |
| 2      | 6    | Replacement of automatic control panel | Lump Sum | \$ 5,100.49   | 1        | \$ 5,100.49   | 0    |          |

|                 |       |
|-----------------|-------|
| Contract DBE%   | 36.0% |
| Current DBE%    | 20.6% |
| Forecasted DBE% | 28.4% |

|                                  |               |
|----------------------------------|---------------|
| Original                         | \$ 328,152.00 |
| Amount of previous Change Orders | \$ 170,470.73 |
| Amount this Change Order         | \$ 223,998.44 |
| Change Orders to date            | \$ 394,469.17 |

|                        |     |
|------------------------|-----|
| BASE                   |     |
| Original Contract Days | 93  |
| Days Previously Added  | 488 |
| Days this Change Order | 0   |
| Days Added to date     | 488 |

**REVISED CONTRACT AMOUNT \$ 722,621.17**

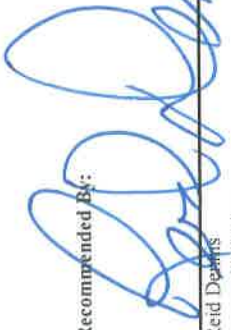
**REVISED CONTRACT DAYS 581**

**% OF ORIGINAL CONTRACT AMOUNT**

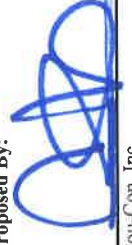
|                       |               |
|-----------------------|---------------|
| This Change Order     | 68.3%         |
| Previous Change Order | 51.9%         |
| <b>TOTAL TO DATE</b>  | <b>120.2%</b> |

|                           |            |
|---------------------------|------------|
| Work Order Date           | 12/17/2012 |
| Work Completion Milestone | 7/21/2014  |


It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price.

Recommended By:   
Reid Dennis  
S&WB Project Manager

  
Date

Proposed By:   
Lou-Con, Inc.  
Contractor Representative

  
Date

Approved By:   
Melvin R. Spooner  
Chief of Engineering

Date

**CHANGE ORDER NO. 3 FOR CONTRACT 5223 - HURRICANE KATRINA RELATED REPAIRS TO ST. BERNARD AVENUE DRAINAGE UNDERPASS PUMPING STATION**

**WHEREAS**, the Sewerage and Water Board entered into Contract 5223 with Lou-Con Construction, Inc. in the amount of \$255,814.00 for FEMA funded repairs to the St. Bernard Avenue Drainage Underpass Pumping Station, and

**WHEREAS**, upon inspection of motor No. 1, it was discovered that additional repairs to the stator and to the bearing housings were required at an additional cost of \$6,418.82, and

**WHEREAS**, after inspection of the pumps, it was discovered that more extensive repairs were required and it would be more cost effective to replace rather than repair the pumps, at an additional cost of \$188,376.90, and

**WHEREAS**, upon inspection of the existing control panel, it was determined that the existing control panel was not large enough to accommodate all of the additional equipment. The contractor was requested to replace the existing control panel with a larger panel at a cost of \$5,100.49, and

**WHEREAS**, this Change Order, in the amount of \$199,896.21, brings the accumulated Contract change order total to \$527,098.34, or 206.0% of the original Contract value, and

**NOW THEREFORE BE IT RESOLVED**, that approval of Change Order No. 3 for Contract 5223 is ratified by the Sewerage and Water Board of New Orleans.

---

---

I, Cedric Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true  
and correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS







# Sewerage & Water Board

## Inter-Office Memorandum

---

**Date:** July 25, 2014

**From:** Joseph Becker, P.E.  
General Superintendent

**To:** Cedric Grant  
Executive Director

**Re:** Contract Number 5223 - Hurricane Katrina Related Repairs to St. Bernard Ave.  
Drainage Underpass Pumping Station

Enclosed please find a recommendation for approval of Change Order No. 3 for the above contract.

This additional work is for supplementary repairs needed to the motor for Pump #1, for the replacement of two pumps in lieu of the contracted repairs and for the replacement of the automatic control panel. This Change Order does not extend the length of the Contract and the projected Substantial Completion date remains September 8, 2014. The required DBE participation on this Contract is 36% and the current participation is 11.8%. The Contractor is forecasted to meet a 21.6% DBE participation and has had discussions with the EDBP Department since the forecasted participation is less than the goal.

This Change Order is in the amount of \$199,896.21 represents 78.1% of the original bid amount, and brings the cumulative total Change Orders to \$527,098.34, which is 206.0% of the original bid amount. Funds for this Change Order are available through the \$100 million Revolving Fund provided by the State of Louisiana. This Change Order will not be eligible for reimbursement into the revolving loan fund.

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

Joseph Becker, P.E.  
General Superintendent

cc: Madeline Goddard, Deputy General Superintendent  
Ron Spooner, Chief of Engineering  
Reid Dennis, FEMA Program Management Supervisor  
Tiffany Carter, EDB Director  
Jason Higginbotham, Director of Emergency Management  
Susan Higginbotham  
Mark Scally, Chester Engineers



# Sewerage & Water Board

## Inter-Office Memorandum

**Date:** July 25, 2014

**From:** Engineering Department

**To:** Joseph Becker, P.E.  
General Superintendent


**Re:** Contract Number 5223 - Hurricane Katrina Related Repairs to St. Bernard Ave.  
Drainage Underpass Pumping Station

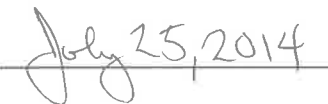
### CHANGE ORDER NO. 3

Additional motor repairs, replacement of pumps in lieu of contracted repairs, and the replacement of the automatic control panel.

|                                    |              |
|------------------------------------|--------------|
| Original Contract Bid Price:       | \$255,814.00 |
| Previously Approved COs:           | \$327,202.13 |
| This CO Amount:                    | \$199,896.21 |
| Total CO Amount:                   | \$527,098.34 |
| Total CO as % of Original Contract | 206.0%       |
| Contract DBE Participation         | 36.0 %       |
| Current DBE Participation          | 11.8%        |
| Forecasted DBE Participation       | 21.6%        |

The Engineering Department has reviewed this proposal and is recommending it for approval.

I concur:   
Joseph R. Becker  
General Superintendent

Date: 

cc: Reid Dennis, FEMA PM Supervisor  
Madeline Goddard, Deputy General Superintendent  
Bob Moeinian, Chief of Operations  
Ethel Williams, Finance  
Jason Higginbotham, EM Director

Ron Spooner, Chief of Engineering  
Tiffany Carter, EDB Director  
Dexter Joseph, Budget  
Nolan Lambert, Special Counsel  
Mark Scally, Chester Engineers

**SCOPE OF CHANGES No. 3**  
**DRAINAGE PROGRAM**  
**CONTRACT 5223 - St. Bernard UPS**  
**(Change Order No. 3)**

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

| Item # | FCO# | Detailed Description                   | Units    | Unit Price    | Quantity | Amount        | Days | Comments |
|--------|------|--|----------|---------------|----------|---------------|------|----------|
| 1      | 6    | Additional Motor Repairs (Pump No. 1)  | Lump Sum | \$ 6,418.82   | 1        | \$ 6,418.82   | 0    |          |
| 2      | 7    | Pump Replacement                       | Lump Sum | \$ 188,376.90 | 1        | \$ 188,376.90 | 0    |          |
| 3      | 8    | Replacement of automatic control panel | Lump Sum | \$ 5,100.49   | 1        | \$ 5,100.49   | 0    |          |

|                 |       |
|-----------------|-------|
| Contract DBE%   | 36.0% |
| Current DBE%    | 11.8% |
| Forecasted DBE% | 21.6% |

|                                  |               |
|----------------------------------|---------------|
| Original                         | \$ 255,814.00 |
| Amount of previous Change Orders | \$ 327,202.13 |
| Amount this Change Order         | \$ 199,896.21 |
| Change Orders to date            | \$ 527,098.34 |

|                        |     |
|------------------------|-----|
| BASE                   |     |
| Original Contract Days | 120 |
| Days Previously Added  | 510 |
| Days this Change Order | 0   |
| Days Added to date     | 510 |

**REVISED CONTRACT AMOUNT \$ 782,912.34**


**REVISED CONTRACT DAYS 630**


**% OF ORIGINAL CONTRACT AMOUNT**


|                       |               |
|-----------------------|---------------|
| This Change Order     | 78.1%         |
| Previous Change Order | 127.9%        |
| <b>TOTAL TO DATE</b>  | <b>206.0%</b> |


|                                |            |
|--------------------------------|------------|
| Work Order Date                | 12/17/2012 |
| Work Completion Milestone Date | 9/8/2014   |

It is mutually agreed to perform and accept the above revisions in accordance with the original contract and applicable specifications for the above price.

Recommended By:   
 Reid Dennis  
 S&WB Project Manager

Proposed By:   
 Lou-Con, Inc.  
 Contractor Representative

Approved By:   
 Melvin R. Spooner  
 Chief of Engineering

  
 Date

Date



## SEWERAGE AND WATER BOARD

### Inter-Office Memorandum

---

**Date:** July 30, 2014

**To:** Cedric S. Grant, Executive Director

**From:** Madeline F. Goddard, Deputy General Superintendent

**Re:** Recommendation for Award of Green Infrastructure Projects

At the July 16, 2013 Sewerage & Water Board of New Orleans (Board) Meeting, the Board was informed of the request for proposals for green infrastructure (GI) projects issued on January 31, 2014, and the resulting review and evaluation of the twenty four (24) proposals received on March 28, 2014. At that meeting the Board approved awards of five of the proposals (The Ripple Effect Project, Green Infrastructure Education Program to Louisiana Urban Stormwater Coalition, Lower9 Earth Lab to Groundwork New Orleans, The WEB to Land Trust for Louisiana and partners and Green Keepers to Parkway Partners). Seven additional projects required further clarification and development. At this time, the Technical selection committee recommends that the Board enter into agreements with the following proposer and/or team for the named project in an amount not to exceed:

- **Central City Neighborhood – Dana Brown & Associates** \$38,268 (in-kind of \$2,000)
  - NORA
  - Professional Ground Maintenance, Inc.
  - Hike for KaTREEna
  - Land Trust for Louisiana
  - Lake Pontchartrain Basin Foundation
  - Global Green
  - Louisiana Urban Stormwater Coalition

Project is the installation of a rain garden at 2415 South Galvez Street in the Central City Neighborhood.

- **Rabouin International High School Green Infrastructure Lab – Hanging Gardens LLC**  
\$99,631 (in-kind \$55,094)

Project is installation of green and blue roofs at the high school, piloting three types of green roof (extensive sedum, watergrip brownie and food), provide educations webinars to staff, personnel and students to facilitate and foster analysis of the green roofing system's performance.

**AWARD OF GREEN INFRASTRUCTURE PROJECT-CENTRAL CITY NEIGHBORHOOD**

**WHEREAS**, on December 18, 2013, the Sewerage & Water Board of New Orleans (Board) directed staff to initiate a request for proposals for green infrastructure projects; and

**WHEREAS**, the request for proposals for green infrastructure was issued on January 31, 2014 followed by a pre-submittal conference held on February 13, 2014; and

**WHEREAS**, Dana Brown & Associates, Inc. submitted a proposal on March 28, 2014 which included a project description, plan and schedule, operations, management and expected outcome and project budget for the installation of a rain garden at 2415 South Galvez Street in the Central City Neighborhood; and

**WHEREAS**, Dana Brown & Associates, Inc. has partnered with NORA for the property, Professional Ground Maintenance, Inc. for the site work, Hike for KaTREEna for the purchase and installation of the trees, shrubs and mulch, Land Trust for Louisiana for maintenance, Lake Pontchartrain Basin Foundation for all water quality monitoring and sampling and Global Green and Louisiana Urban Stormwater Coalition for creation and conducting of all educational outreach; and

**WHEREAS**, the cost of the proposal shall not exceed \$38,268 matched with \$2,000 in-kind donation by Hike for KaTREEna for volunteering hours for installation of trees, shrubs and mulch.

**NOW THEREFORE, BE IT RESOLVED**, by the Sewerage and Water Board of New Orleans that the President or President Pro-Tem is hereby authorized to enter into an agreement with Dana Brown & Associates, Inc. on behalf of the Board to implement a green infrastructure project in the Central City Neighborhood for an amount of not to exceed \$38,268.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AWARD OF GREEN INFRASTRUCTURE PROJECT-RABOUIN INTERNATIONAL HIGH SCHOOL GREEN INFRASTRUCTURE LAB**

**WHEREAS**, on December 18, 2013, the Sewerage & Water Board of New Orleans (Board) directed staff to initiate a request for proposals for green infrastructure projects; and

**WHEREAS**, the request for proposals for green infrastructure was issued on January 31, 2014 followed by a pre-submittal conference held on February 13, 2014; and

**WHEREAS**, Hanging Gardens LLC submitted a proposal on March 28, 2014 which included a project description, plan and schedule, operations, management and expected outcome and project budget for the installation of a combination green and blue roofs at the Rabouin International High School, piloting three types of green roof (extensive sedum, watergrip brownie and food), provide educations webinars to staff, personnel and students to facilitate and foster analysis of the green roofing system's performance; and

**WHEREAS**, Hanging Gardens LLC has partnered with International High School of New Orleans for the use of their building, perform the analysis of the green roofing system's performance, maintenance of the installation, establish a supplemental educational curriculum program to accompany the best management practices on site, and provide for tours for community organizations and general public; and

**WHEREAS**, the cost of the proposal shall not exceed \$99,631 matched with \$55,094 in-kind donation by Rabouin International High School spent in analysis of performance and maintenance of the green and blue roofs.

**NOW THEREFORE, BE IT RESOLVED**, by the Sewerage and Water Board of New Orleans that the President or President Pro-Tem is hereby authorized to enter into an agreement with Hanging Garden LLC on behalf of the Board to implement Rabouin International High School Green Infrastructure Lab for an amount of not to exceed \$99,631.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



## SEWERAGE AND WATER BOARD

### Inter-Office Memorandum

---

**Date:** July 30, 2014

**To:** Cedric S. Grant, Executive Director  
Joseph Becker, General Superintendent

**From:** Madeline Fong Goddard, Deputy General Superintendent

**Re:** Amendment to Agreements for designers providing engineering services for the Water Line Replacement Program.

Attached you will find the proposed resolutions which, if adopted by the Board, would authorize the execution of amendments to the following existing Agreements:

#### FIRM

|   |                                     |
|---|-------------------------------------|
| Arcadis (formerly Malcolm Pirnie)                 | Atkins North American, Inc.         |
| Black & Veatch Corporation                        | Brown and Caldwell                  |
| Design Engineering, Inc.                          | Digital Engineering & Imaging, Inc. |
| ECM Consultants, Inc.                             | Evans-Graves Engineers, Inc.        |
| G.E.C. Inc.                                       | Hartman Engineering, Inc.           |
| Hatch Mott MacDonald (formerly Lambert Engineers) |                                     |
| Linfield, Hunter & Junius, Inc.                   | Meyer Engineers, LTD                |
| MWH Americas, Inc. Neel Schaffer                  | N-Y Associates, Inc.                |
| Rahman & Associates, Inc.                         | Richard C. Lambert Consultants, LLC |
| Royal Engineering                                 |                                     |

The amendments are proposed to include new scope of work deemed eligible by FEMA including program/project management services for coordination with all stakeholders, repair/replacement of drain lines damaged by Katrina, and modification of the fees for compensation to reflect the FEMA Project Worksheets. This matter should be placed on the agenda of the upcoming Finance Committee as an action item.

---

MADELINE FONG GODDARD, P.E.  
DEPUTY GENERAL SUPERINTENDENT



**AMENDMENT TO AGREEMENT WITH BROWN AND CALDWELL FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-001-2012, Brown and Caldwell (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, by action of the Board through the adoption of Resolution R-120-2012 the agreement was amended to provide for compensation of surveying services; and

**WHEREAS**, by action of the Board through the adoption of Resolution R-152-2013 the agreement was amended to provide for additional construction phase services in the amount of \$56,025; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Brown and Caldwell for the Water Line Replacement Program shall be amended to include

program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH ECM CONSULTANTS, INC. FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-001-2012, ECM Consultants, Inc. (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, by action of the Board through the adoption of Resolution R-142-2012, the agreement was amended to provide for compensation of surveying work; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with ECM Consultants, Inc. for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH ATKINS NORTH AMERICAN, INC FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-037-2012, Atkins North American, Inc (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Atkins North American, Inc. for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH DESIGN ENGINEERING, INC. FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-038-2012, Design Engineering, Inc. (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Design Engineering, Inc. for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH EVANS-GRAVES ENGINEERS, INC. FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-039-2012, Evans-Graves Engineers, Inc. (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, by action of the Board through the adoption of Resolution R-141-2012, the agreement was amended to provide for compensation of surveying work; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Evans-Graves Engineers, Inc. for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH BLACK & VEATCH CORPORATION FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-050-2012, Black & Veatch Corporation (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Black & Veatch Corporation for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH DIGITAL ENGINEERING & IMAGING, INC. FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-052-2012, Digital Engineering & Imaging, Inc. (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Digital Engineering & Imaging, Inc. for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



**AMENDMENT TO AGREEMENT WITH G.E.C, INC FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-040-2012, G.E.C., Inc. (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with G.E.C., Inc. for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH HARTMAN ENGINEERING, INC FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-053-2012, Hartman Engineering, Inc. (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Hartman Engineering, Inc. for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH LAMBERT ENGINEERS FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-041-2012 Lambert Engineers (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Lambert Engineer for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH ARCADIS FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-043-2012, Arcadis, formerly Malcolm Pirnie. (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, by action of the Board through the adoption of Resolution R-045-2013, the agreement was amended to provide for additional assignment of the neighborhoods of Seventh Ward, Tremé-Lafitte and Tulane-Gravier and compensation of surveying work; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to include program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Arcadis for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH LINFIELD, HUNTER & JUNIUS, INC FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-042-2012, Linfield, Hunter & Junius, Inc. (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Linfield, Hunter & Junius, Inc. for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH MEYERS ENGINEERS, LTD FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-033-2012, Meyer Engineers, LTD (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, by action of the Board through the adoption of Resolution R-143-2012, the agreement was amended to provide for compensation of surveying work; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Meyers Engineers, LTD for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH MWH AMERICAS, INC FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-001-2012, MWH Americas, Inc. (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, by action of the Board through the adoption of Resolution R-144-2012, the agreement was amended to provide for compensation of surveying work; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with MWH Americas, Inc. for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH NEEL SCHAFER FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-044-2012, Neel Schaffer (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Neel Schaffer for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



**AMENDMENT TO AGREEMENT WITH NY ASSOCIATES, INC FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-045-2012, NY Associates, Inc. (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, by action of the Board through the adoption of Resolution R-145-2012, the agreement was amended to provide for compensation of surveying work; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with NY Associates, Inc. for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH RAHMAN & ASSOCIATES, INC FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-020-2012, Rahman & Associates, Inc. (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, by action of the Board through the adoption of Resolution R-146-2012, the agreement was amended to provide for compensation of surveying work; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Rahman & Associates, Inc. for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH RICHARD C. LAMBERT CONSULTANTS, LLC FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-046-2012, Richard C. Lambert Consultants, LLC (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, by action of the Board through the adoption of Resolution R-174-2012, the agreement was amended to provide for replacement of the DBE subconsultant to Kenall Inc. and for compensation of surveying work; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Richard C. Lambert Consultants, LLC for the Water Line Replacement Program shall be amended to include program/project management services, and that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AMENDMENT TO AGREEMENT WITH ROYAL ENGINEERING FOR THE WATER LINE REPLACEMENT PROGRAM**

**WHEREAS**, by action of the Sewerage & Water Board of New Orleans (Board) through the adoption of Resolution R-047-2012, Royal Engineering (Consultant) was awarded the agreement to provide engineering and design services for the Water Line Replacement Program; and

**WHEREAS**, significant level of coordination, management services and efforts is required of the Consultant between the Board's Water Line Replacement Program, the City's Recovery Roads Program and other related work (Federal Department of Transportation Submerged Roads Program, Federal DOT Paths to Progress Program, ongoing Board projects for water point repairs, sewer repair and replacement projects and the projects of other relevant stakeholders); and

**WHEREAS**, FEMA has approved versions to all of the waterline replacement Project Worksheets (PWs) providing for program/project management services for coordination efforts as a percentage of the construction cost; and

**WHEREAS**, the agreement shall be amended to included program/project management services in the scope of work for the Consultant in an amount up to the approved cost and as approved by Board staff; and

**WHEREAS**, the Board realizes that the fees as defined in the original agreement needs to reflect the FEMA approved PWs for design and construction inspection of the work performed by the Consultant; and

**WHEREAS**, the Board is expanding the scope of work for the Consultant to include 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.

**NOW THEREFORE, BE IT RESOLVED**, that the agreement with Royal Engineering for the Water Line Replacement Program shall be amended to include program/project management services, that the fees for the new and original scope of work, including drain lines shall reflect the FEMA PWs and the President and/or President Pro-Tem shall be authorized to execute the amendment to this contract.

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



## SEWERAGE AND WATER BOARD

### Inter-Office Memorandum

---

**Date:** July 31, 2014

**To:** Cedric S. Grant, Executive Director

**From:** Madeline Fong Goddard, Deputy General Superintendent

**Re:** Amendments to the Intergovernmental Agreement between the State of Louisiana Coastal Protection and Restoration Authority and the Sewerage and Water Board of New Orleans

Attached are two proposed resolution which, if adopted by the Board, would authorize the execution of Amendments to the Intergovernmental Agreement (IGA) with the State of Louisiana Coastal Protection and Restoration Authority (CPRA) for the Central Wetlands Assimilation: Demonstration Project Phases I and Phase II, respectively.

#### Central Wetlands Assimilation: Demonstration Project Phase I-Amendment 2

The Agreement, effective May 24, 2010, provided funds for geotechnical and survey, base-line monitoring, and landrights services needed for restoration of critical wetlands using wetland assimilation of wastewater effluent and the beneficial use of biosolids. The amendment provides for the extension of the agreement from May 23, 2013 to December 31, 2015.

#### Central Wetlands Assimilation: Demonstration Project Phase II-Amendment 3

The Agreement, effective May 1, 2011, provided funds for the purpose of restoration of critical wetlands using wetland assimilation of wastewater effluent and the beneficial use of biosolids. The amendment provides for the extension of the agreement from December 31, 2014 to December 31, 2015, and the increase funding amount of \$61,832 for a total of \$2,811,832.

This matter should be placed on the agenda of the upcoming Finance Committee as an action item.

---

MADELINE FONG GODDARD, P.E.  
DEPUTY GENERAL SUPERINTENDENT

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY AND THE SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**WHEREAS**, effective May 24, 2010, the State of Louisiana through the Coastal Protection and Restoration Authority (CPRA), and the Sewerage & Water Board of New Orleans (Board) entered into an Intergovernmental Agreement (Agreement) for the purpose by funding geotechnical and survey programs, base-line monitoring and landrights services needed for restoration of critical wetlands using wetland assimilation of wastewater effluent and the beneficial use of biosolids; and

**WHEREAS**, pursuant to LA. R.S. 49:214.5.2(A)(1), the CPRA represents the State of Louisiana's position relative to the protection, conservation, enhancement and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs and at La. R.S. 49:214.5.2(A)(7) the CPRA has the power and authority to enter into any contract with any political subdivision of the state for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal protection project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching the grants in whole or part, which may be necessary; and

**WHEREAS**, pursuant to La. R.S. 49:213.6.1, the Office of Coastal Protection and Restoration (OCPR) is the implementation and enforcement arm of the CPRA and is directed by the policy set by the CPRA, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, OCPR shall administer the programs of the CPRA and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1, and where appropriate, OCPR shall administer and implement the obligations undertaken by the CPRA pursuant to this Agreement; and

**WHEREAS**, the Board is a body politic and corporate established by the Louisiana Legislature and is constitutionally and statutorily delegated with authority over the public water, sewerage, and drainage systems for the city and parish of Orleans under the provisions of Article VI, Part I of the Louisiana Constitution, La. R.S. 33:4071, *et. seq.*, and the City of New Orleans Charter; and

**WHEREAS**, the Coastal Impact Assistance Program (CIAP) was established by Section 384 of the Energy Policy Act of 2005 (Act) to assist producing Sites and their Coastal Political Subdivisions (CPSs) in mitigating the impacts from Outer Continental Shelf (OCS) oil and gas production; and

**WHEREAS**, the CIAP legislation appropriated approximately \$500 million for Fiscal Years 2007 through 2010 to be distributed to the State of Louisiana and its CPSs; and

**WHEREAS**, in order to receive CIAP funds, States must submit a CIAP Plan to the U.S. Department of the Interior, Bureau of Ocean Energy Management, Regulation and Enforcement, (BOEMRE), describing how these funds will be expended and then BOEMRE must approve that Plan before disbursing any CIAP funds to a State and its CPSs; and

**WHEREAS**, the CIAP provision of the Act, established by amending Section 31 of the Outer Continental Shelf Lands Act (43 U.S.C. § 1356a.), listed five categories of authorized uses of CIAP funds, one of which includes projects and activities for the conservation, protection, or restoration of coastal areas, including wetland (43 U.S.C. § 1356a.(d)(1)(A); and

**WHEREAS**, the State of Louisiana through CPRA allocated \$10,000,000 of the State CIAP funds for the Central Wetlands Assimilation of which OCPR allocated \$750,000 to fund geotechnical and survey programs, base-line monitoring and landrights services needed for restoration of critical wetlands using wetland assimilation of wastewater effluent and the beneficial use of biosolids; and

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

**WHEREAS**, CPRA/OCPR and the Co-Sponsors, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the parties through a mutually developed formal strategy of commitment and communications embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the parties, and facilitate successful implementation of the Central Wetlands Assimilation: Demonstration Project-Phase 1; and

**WHEREAS**, in Article XXIV Effective Date/Duration/Modification/Termination, the date shall be extended from May 23, 2013 to December 31, 2015.

**NOW, THEREFORE BE IT RESOLVED** in consideration of the parties' mutual undertakings herein and the purposes, duties and authorities granted under La. R.S. 49:214.1 *et seq.*, La. R. S. 33:4071, *et. seq.*, the City of New Orleans Charter, and the constitution and general laws of the State of Louisiana, the Board and CPRA do hereby agree as described above is approved.

---

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY AND THE SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**WHEREAS**, effective May 1, 2011, the State of Louisiana through the Coastal Protection and Restoration Authority (CPRA), and the Sewerage & Water Board of New Orleans (Board) entered into an Intergovernmental Agreement (Agreement) for the purpose of restoration of critical wetlands using wetland assimilation of wastewater effluent and the beneficial use of biosolids; and

**WHEREAS**, pursuant to LA. R.S. 49:214.5.2(A)(1), the CPRA represents the State of Louisiana's position relative to the protection, conservation, enhancement and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs and at La. R.S. 49:214.5.2(A)(7) the CPRA has the power and authority to enter into any contract with any political subdivision of the state for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal protection project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching the grants in whole or part, which may be necessary; and

**WHEREAS**, pursuant to La. R.S. 49:213.6.1, the Office of Coastal Protection and Restoration (OCPR) is the implementation and enforcement arm of the CPRA and is directed by the policy set by the CPRA, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, OCPR shall administer the programs of the CPRA and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1, and where appropriate, OCPR shall administer and implement the obligations undertaken by the CPRA pursuant to this Agreement; and

**WHEREAS**, the Board is a body politic and corporate established by the Louisiana Legislature and is constitutionally and statutorily delegated with authority over the public water, sewerage, and drainage systems for the city and parish of Orleans under the provisions of Article VI, Part I of the Louisiana Constitution, La. R.S. 33:4071, et. seq., and the City of New Orleans Charter; and

**WHEREAS**, the Coastal Impact Assistance Program (CIAP) was established by Section 384 of the Energy Policy Act of 2005 (Act) to assist

producing Sites and their Coastal Political Subdivisions (CPSs) in mitigating the impacts from Outer Continental Shelf (OCS) oil and gas production: and

**WHEREAS**, the CIAP legislation appropriated approximately \$500 million for Fiscal Years 2007 through 2010 to be distributed to the State of Louisiana and its CPSs; and

**WHEREAS**, in order to receive CIAP funds, States must submit a CIAP Plan to the U.S. Department of the Interior, Bureau of Ocean Energy Management, Regulation and Enforcement, (BOEMRE), describing how these funds will be expended and then BOEMRE must approve that Plan before disbursing any CIAP funds to a State and its CPSs; and

**WHEREAS**, the CIAP provision of the Act, established by amending Section 31 of the Outer Continental Shelf Lands Act (43 U.S.C. § 1356a.), listed five categories of authorized uses of CIAP funds, one of which includes projects and activities for the conservation, protection, or restoration of coastal areas, including wetland (43 U.S.C. § 1356a.(d)(1)(A)); and

**WHEREAS**, the State of Louisiana through CPRA allocated \$10,000,000 of the State CIAP funds for the Central Wetlands Assimilation of which OCPR allocated \$3,500,000 for the Demonstration Project in two Phases, I and II; and

**WHEREAS**, this Agreement is for Phase II of the Demonstration Project funded by the remaining \$2,750,000 of this \$3,500,000 for construction of two containment cells; equipment to treat sewage plant effluent with the use of ferrates; equipment to carry the ferrate treated effluent along with biosolids from the sewer plant to these containment cells; monitor and report results to the Board; and

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

**WHEREAS**, CPRA/OCPR and the Co-Sponsors, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the parties through a mutually developed formal strategy of commitment and communications embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the parties, and facilitate successful implementation of the Central Wetlands Assimilation: Demonstration Project-Phase 1; and

**WHEREAS**, in Article III Project Funding and Article V Payment, the maximum CPRA/OCPR funds available for Phase II of this Project of \$2,750,000 shall be increased by the amount of \$61,832 for a total of \$2,811,832.

**WHEREAS**, in Article XXIV Effective Date/Duration/Modification/Termination, the date shall be extended from December 31, 2014 to December 31, 2015.

**NOW, THEREFORE BE IT RESOLVED** in consideration of the parties' mutual undertakings herein and the purposes, duties and authorities granted under La. R.S. 49:214.1 *et seq.*, La. R. S. 33:4071, *et. seq.*, the City of New Orleans Charter, and the constitution and general laws of the State of Louisiana, the Board and CPRA do hereby agree as described above is approved.

---

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



## SEWERAGE AND WATER BOARD

### Inter-Office Memorandum

---

**Date:** July 31, 2014

**To:** Cedric S. Grant, Executive Director

**From:** Madeline Fong Goddard, Deputy General Superintendent

**Re:** Amendments to the Intergovernmental Agreement between the State of Louisiana Coastal Protection and Restoration Authority, the Sewerage and Water Board of New Orleans and St. Bernard Parish

Attached is the proposed resolution which, if adopted by the Board, would authorize the execution of Amendments to the Intergovernmental Agreement (IGA) with the State of Louisiana Coastal Protection and Restoration Authority (CPRA) and St. Bernard Parish Government for the Central Wetlands Assimilation: East Bank Sewerage Treatment Plant Discharge into Hydrological Unit A2.

The Agreement, effective April 1, 2010, provided funds for the conversion of approximately 37 acres of degraded wetlands to a productive cypress-tupelo swamp and provision of indirect beneficial impacts to an additional 1800 acres in Hydrological Unit A2 located in St. Bernard Parish by the wetlands assimilation of wastewater; Wastewater will be piped from the East Bank Sewerage Treatment Plant (EBSTP) into Unit A2. The amendment provides for the extension of the agreement from December 31, 2014 to December 31, 2015, and the reduction in the funding amount of \$61,832 for a revised total of \$4,438,168.

This matter should be placed on the agenda of the upcoming Finance Committee as an action item.

---

MADELINE FONG GODDARD, P.E.  
DEPUTY GENERAL SUPERINTENDENT

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY AND THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND ST. BERNARD PARISH**

**WHEREAS**, effective April 1, 2010, the State of Louisiana through the Coastal Protection and Restoration Authority (CPRA), the Sewerage & Water Board of New Orleans (Board) and St. Bernard Parish Government (herein referred to collectively with St. Bernard Parish as "Co-Sponsors" unless specifically indicated otherwise as "SBP") entered into an Intergovernmental Agreement (Agreement) for the purpose of conversion of approximately 37 acres of degraded wetlands to a productive cypress-tupelo swamp and provision of indirect beneficial impacts to an additional 1800 acres in Hydrological Unit A2 located in St. Bernard Parish by the wetlands assimilation of wastewater; Wastewater will be piped from the East Bank Sewerage Treatment Plant (EBSTP) into Unit A2; and

**WHEREAS**, pursuant to La. R.S. 49:214.5.2(A)(1), the CPRA represents the State of Louisiana's position relative to the protection, conservation, enhancement and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs and at La. R.S. 49:214.5.2(A)(7) the CPRA has the power and authority to enter into any contract with any political subdivision of the state for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal protection project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching the grants in whole or part, which may be necessary; and

**WHEREAS**, pursuant to La. R.S. 49:213.6.1, the Office of Coastal Protection and Restoration (OCPR) is the implementation and enforcement arm of the CPRA and is directed by the policy set by the CPRA, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, OCPR shall administer the programs of the CPRA and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1, and where appropriate, OCPR shall administer and implement the obligations undertaken by the CPRA pursuant to this Agreement; and

**WHEREAS**, the Board is a body politic and corporate established by the Louisiana Legislature and is constitutionally and statutorily delegated with authority over the public water, sewerage, and drainage systems for the city and parish of Orleans under the provisions of Article VI, Part I of the Louisiana Constitution, La. R.S. 33:4071, *et. seq.*, and the City of New Orleans Charter; and

**WHEREAS**, the St. Bernard Parish Government is the governing authority of St. Bernard Parish, with the authority of a local political subdivision to enter into agreements with governmental bodies, such as the CPRA, for the public welfare, health, safety and good order of St. Bernard Parish by virtue of the specific authority granted in its Home Rule Charter; and

**WHEREAS**, the Coastal Impact Assistance Program (CIAP) was established by Section 384 of the Energy Policy Act of 2005 (Act) to assist producing Sites and their Coastal Political Subdivisions (CPSs) in mitigating the impacts from Outer Continental Shelf (OCS) oil and gas production; and

**WHEREAS**, the CIAP legislation appropriated approximately \$500 million for Fiscal Years 2007 through 2010 to be distributed to the State of Louisiana and its CPSs; and

**WHEREAS**, in order to receive CIAP funds, States must submit a CIAP Plan to the U.S. Department of the Interior, Bureau of Ocean Energy Management, Regulation and Enforcement, (BOEMRE), describing how these funds will be expended and then BOEMRE must approve that Plan before disbursing any CIAP funds to a State and its CPSs; and

**WHEREAS**, the CIAP provision of the Act, established by amending Section 31 of the Outer Continental Shelf Lands Act (43 U.S.C. § 1356a.), listed five categories of authorized uses of CIAP funds, one of which includes projects and activities for the conservation, protection, or restoration of coastal areas, including wetland (43 U.S.C. § 1356a.(d)(1)(A)); and

**WHEREAS**, the State of Louisiana through CPRA allocated \$10,000,000 of the State CIAP funds for the Central Wetlands Assimilation of which OCPR allocated \$4,500,000 to the conversion of approximately 37 acres of degraded wetlands to a productive cypress-tupelo swamp with indirect beneficial impacts to an additional 1800 acres through the wetlands assimilation of wastewater piped into Hydrological Unit A2 in St. Bernard Parish from the East Bank Sewerage Treatment Plant (EBSTP); and

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

**WHEREAS**, CPRA/OCPR and the Co-Sponsors, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the parties through a mutually developed formal strategy of commitment and communications embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the parties, and facilitate successful implementation of the Central Wetlands Assimilation: East Bank Sewerage Treatment Plant Discharge into Hydrological Unit A2 Project; and

**WHEREAS**, in Article III Project Funding and in Article V Payment, the total of \$4,500,000 in state allocated CIAP funds shall be reduced by the amount of \$61,832 for a revised allocation of \$4,438,168; and

**WHEREAS**, in Article XXV Effective Date/Duration/Modification/Termination, the date shall be extended from December 31, 2014 to June 30, 2016

**NOW, THEREFORE BE IT RESOLVED** in consideration of the parties' mutual undertakings herein and the purposes, duties and authorities granted under La. R.S. 49:214.1 *et seq.*, La. R. S. 33:4071, *et. seq.*, the City of New Orleans Charter, the Home Rule Charter of St. Bernard Parish, and the constitution and general laws of the State of Louisiana, the Co-Sponsors and CPRA do hereby agree as described above is approved.

---

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT  
EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS

**AUTHORIZATION FOR THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT  
WITH ENTERGY NEW ORLEANS (ENO) FOR THE PAYMENT OF TEMPORARY  
RELOCATION AND DE-ENERGIZING OF ENO'S ELECTRIC DISTRIBUTION  
FACILITIES ALONG AND ADJACENT TO THE VICINITY OF THE NAPOLEON  
AVENUE PHASE III SELA PROJECT (CARONDELET TO CONSTANCE)**

**WHEREAS**, the U.S. Army Corps of Engineers awarded a contract for the construction of the Napoleon Avenue Phase III SELA Project (Carondelet to Constance) this summer; and

**WHEREAS**, in order for the project to move forward the Sewerage and Water Board of New Orleans has pledged to the U.S. Army Corps of Engineers that it will provide payment to ENO for the cost of temporary relocation and de-energizing of ENO's electric facilities in the right-of-way of the proposed SELA project.

**NOW THEREFORE, BE IT RESOLVED** that the Executive Director is hereby authorized to execute on behalf of the Sewerage and Water Board of New Orleans an agreement with Entergy New Orleans, approved by Special Counsel, for the payment of \$148,972.11 as costs estimated for temporary relocation and de-energizing of ENO's electric distribution facilities and each de-energizing project in the right-of-way of the Napoleon Avenue Phase III SELA Project (Carondelet to Constance).

---

I, Cedric Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

**CEDRIC GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS**



## AGREEMENT

(Napoleon Avenue Phase III)

(Carondelet to Constance)

This Agreement (the "**Agreement**") is entered into this \_\_\_ day of \_\_\_\_\_ 2010 (the "**Effective Date**") by and between Entergy New Orleans, Inc., a Louisiana corporation (the "**Company**"), and Sewerage and Water Board of New Orleans, Inc., a public corporation and instrumentality of the City of New Orleans (the "**SWB**").

WHEREAS, in connection with flood control projects to be undertaken by the U.S. Army Corps of Engineers ("**COE**") in New Orleans (the "**Flood Control Project**"), the SWB has requested the temporary relocation and de-energizing of the Company's electric distribution facilities (the "**Napoleon Avenue Facilities**") along, adjacent to and in the vicinity of Napoleon Avenue as generally described on Exhibit A (the "**Relocation Project**");

WHEREAS, the Company is willing to undertake such temporary relocation and de-energizing of the Napoleon Avenue Facilities, and the SWB is willing to pay for such work, in each case subject to and upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the SWB, intending to be legally bound, agree as follows:

1. The Company agrees that it shall conduct the engineering work, design work, procurement of materials, construction and relocation of the Napoleon Avenue Facilities in order to complete the Relocation Project. The SWB acknowledges that the description of the Relocation Project is general in nature and is based on the information provided by the COE with respect to the Flood Control Project and many factors, both known and unknown, may impact the performance of the Relocation Project (and thus the Reimbursable Costs (as defined below) for the Relocation Project).

2. [Intentionally Deleted].

3. The SWB shall reimburse the Company for all costs and expenses incurred in connection with or arising from acquiring the materials, providing the services and performing the work as provided hereunder including without limitation material costs, labor costs, labor cost adders, costs associated with third party vendors, costs associated with the procurement of permanent or temporary immovable property rights, costs associated with securing all necessary approvals, taxes and overheads (collectively, the "**Reimbursable Costs**"). As of the Effective Date, the estimated Reimbursable Costs are One Hundred Forty Eight Thousand Nine Hundred Seventy Two Dollars and 11/00 (\$148,972.11) for the Relocation Project. The estimated Reimbursable Costs for the Relocation Project includes the estimated cost and expenses that will be required to return certain of the Napoleon Avenue Facilities back to their original and permanent locations upon completion of the Flood Control Project. The SWB acknowledges that

these estimated Reimbursable Costs are estimates only and that many factors, both known and unknown, may impact the Relocation Project. Therefore, the SWB acknowledges that the actual cost of the Relocation Project may be more than the estimates provided herein and that the SWB shall be responsible for any amounts in excess of such estimates, as provided herein.

4. With respect to the Reimbursable Costs for the Relocation Project, the SWB shall pay the Company as follows:

(a) Fifty percent (50%) of such Reimbursable Costs within ten (10) days of the Effective Date;

(b) Twenty five percent (25%) of such Reimbursable Costs (plus any actual Reimbursable Costs for the Relocation Project incurred by the Company which are in excess of the estimated Reimbursable Costs for the Relocation Project) within ten (10) days after receiving written notice from the Company that it has completed fifty percent (50%) of the Relocation Project (as determined by the Company in good faith); and

(c) Twenty five percent (25%) of such Reimbursable Costs (plus any actual Reimbursable Costs for the Relocation Project incurred by the Company which are in excess of the estimated Reimbursable Costs for the Relocation Project) within ten (10) days after receiving written notice from the Company that it has completed the Relocation Project.

5. [Intentionally Deleted].

6. If the SWB fails to make any payment under or pursuant to this Agreement, the Company, in its sole reasonable discretion, may immediately cease all activity on the Relocation Project until all outstanding payments have been made. The Company shall resume activity on the Relocation Project within 30 days of the date that full payment of all outstanding invoices is received, subject to the availability of the Company's crews and equipment. To the fullest extent allowed by law, the SWB fully releases and holds harmless the Company for any and all damages, losses, claims and cause of action, including but not limited to damages associated with loss of revenues, loss of product, special, consequential and indirect damages, loss of Federal funding, and third party claims for damages resulting from such cessation of any work contemplated hereunder or any delay in resuming any such work. Unless otherwise indicated on any invoice or notice, all payments shall be made by wire transfer of immediately available funds to the account (or accounts) of the Company pursuant to the Company's instructions. Except as provided herein, it is expressly understood that the SWB shall be responsible for making timely payments of invoices irrespective of the completion of the Project.

7. The Company reserves the right to terminate this Agreement for any of the following reasons: (i) any Federal, State or local government or governmental agency takes any action that, in the opinion of the Company, adversely affects the Flood Control Project or the ability of the SWB to pay the Reimbursable Costs, (ii) the City Council of the City of New Orleans takes any action that, in the reasonable opinion of the Company, materially and adversely modifies, alters or amends any of the terms and conditions of this Agreement or

adversely affects the intent of this Agreement that the Company fully recover all Reimbursable Costs as provided herein, (iii) there is an event or occurrence that materially and adversely affects the SWB's ability to pay the Reimbursable Costs, or (iv) the SWB fails to comply with any material term of this Agreement. Termination of this Agreement shall be effective one day after the Company has delivered written notice to the SWB of the termination of the Agreement. In the event of termination, the Company shall use reasonable efforts to minimize any additional costs, but the SWB shall remain responsible for all Reimbursable Costs incurred by the Company through the effective date of termination. In addition, the SWB shall be responsible for any additional charges, including but not limited to, cancellation charges, demobilization charges, charges associated with the ordering and purchasing of materials incurred by the Company, irrespective of termination. To the fullest extent allowed by law, the SWB fully releases and holds harmless the Company for any and all damages, losses, claims and causes of action, including but not limited to damages associated with loss of revenues, loss of product, special, consequential and indirect damages, loss of Federal funding, and third party claims for damages resulting from the Company's termination of this Agreement.

8. It is expressly understood that this Agreement confers no ownership rights or interest to the SWB in the Napoleon Avenue Facilities, any facilities constructed, installed or removed by the Company or any materials acquired by the Company pursuant to this Agreement.

9. All notices, requests, consents and other communications hereunder shall be in writing and shall be dispatched by nationwide overnight courier service, such as (without limitation) FedEx, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

To the Company:

Entergy New Orleans, Inc.

1600 Perdido St.

New Orleans, LA 70161

Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_

To THE SWB:

Sewerage and Water Board of New Orleans

625 St. Joseph Street

New Orleans, LA 70165

Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_

Notices under this Agreement shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused. Any changes in the names or addresses set out in this provision shall be through notice in conformity with the requirements of this provision.

10. Except as expressly allowed above, no waiver, addition, deletion, or modification of any provision contained in this Agreement shall be binding unless in writing and signed by duly-authorized representatives of both parties. Once an amendment to this Agreement is made, it shall be deemed incorporated as of its effective date, unless expressly stated to the contrary in the amendment.

11. The SWB shall not assign this Agreement in whole or in part without the prior written consent of the Company which consent may be withheld for any reason and any such purported assignment shall be null and void and, at the Company's option, will constitute a material breach of this Agreement. No assignment of this Agreement, even if consented to by the Company shall relieve the SWB of its responsibilities under this Agreement. Any assignee of the SWB must agree in writing to all terms and conditions of this Agreement.

12. The failure of either party to insist upon or enforce, in any instance, strict performance by the other of any of the terms of this Agreement or to exercise any rights herein or therein conferred shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such terms or rights on any future occasion.

13. It is agreed that if any clause or provision of this Agreement is held by any court of competent jurisdiction to be illegal or void, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the parties shall be enforced as if this Agreement did not contain such illegal or void clauses or provisions.

14. Should it become necessary for either party hereto to engage in legal proceedings for the purpose of enforcing either this Agreement or for the purpose of recovering damages sustained due to the breach of this Agreement, such party shall be entitled to reimbursement by the prevailing party in any such legal proceeding for costs, attorneys' fees and any other reasonable expenses incurred in connection with those legal proceedings, irrespective of presentment of demand.

15. The provisions of this Agreement that by their nature continue after the expiration or termination of this Agreement shall survive any such termination or cancellation, including all obligations or rights that exist as a result of an event or the failure of an event prior to or at the time of expiration or termination of this Agreement.

16. The SWB represents and warrants that it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and, by proper action in accordance with all applicable law, has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder including without limitation its obligation to pay all Reimbursable Costs.

17. In the event the Relocation Project requires the Company to relocate its facilities, the SWB shall provide or obtain all necessary rights of way (including, without limitation, highway and railroad permits) including obtaining rights of way from any third party who owns or has rights with respect to the immovable property which may be affected by such relocation. The right of way instrument shall grant and provide the Company and its successor and assigns a right of way for the location, construction, reconstruction, improvement, repair and maintenance of the Company's electric facilities. The Company shall provide its right of way instrument to the SWB and the SWB shall deliver such instruments, properly executed, to the Company prior to the relocation of its facilities.

18. The Company and SWB expressly agree that the rights and obligations expressed herein pertain only to the Napoleon Avenue Facilities Relocation Project, and that any other or future projects are beyond the scope of this Agreement. The Company and SWB further agree that nothing in this Agreement shall be interpreted as restricting the Company or the SWB from seeking legislative, judicial, or other clarification of applicable or potentially relevant law's pertaining to financial responsibility for projects such as those undertaken pursuant to this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

SEWERAGE AND WATER BOARD OF NEW ORLEANS

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

Witness: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

ENTERGY NEW ORLEANS, INC.

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

Witness: Kim Mitchell

Printed Name: Charles L. Rice, Jr.

Witness: Jana Raymond

Title: President & CEO

EXHIBIT A  
RELOCATION PROJECT

Remove and Install Distribution Crossings on Napoleon Avenue from Carondelet to Constance  
**(Total \$148,972.11)**

**SEWERAGE AND WATER BOARD OF NEW ORLEANS**

**TRUCKED-IN MATERIALS PROTOCOL**

**July 25, 2014**



## **TRUCKED-IN MATERIALS PROTOCOL**

### **1. OVERVIEW**

- 1.1. Materials that may be received at the Sewerage and Water Board of New Orleans (SWBNO) East Bank Wastewater Treatment Plant (WWTP), via truck, for disposal consist of hauled septage waste and wet sludge from nearby WWTP's.
  - 1.1.1. All septage material will be disposed of in the plant Muck Pit. Liquid Sludge from nearby WWTP's will be pumped directly into the collection trough for Clarifier No. 4 utilizing the truck unloading station. (See attached figure titled East Bank Wastewater Treatment Plant – Plant Layout)
  - 1.1.2. Septage is defined as wastewater from portable toilets, septic tanks, and marine toilet wastes.
  - 1.1.3. **The use of formaldehyde products in septage is strictly prohibited.** Random testing will be done to monitor for formaldehyde.
  - 1.1.4. Wet sludge for this purpose is defined as sludge material from WWTP's that has not been dewatered and is less than 8% Total Solids by weight.
- 1.2 The East Bank WWTP ("Facility") is accessible by Florida Avenue which provides access for cars, and for truck deliveries of materials and supplies. All trucks entering the site will need to follow the approved truck route, which is Caffin Avenue to Florida Avenue and are not to travel down any of the residential neighborhoods adjacent to the plant site. All trucks will be required to follow the truck speed limits on Florida Avenue at no more than 25 MPH. **Attachment 1** presents a map depicting the approved truck route.
- 1.3 Note: Trucked in materials may also be accepted at the SWBNO Sewer Pumping Sewer Pumping Stations "A" and "D". The discharge of trucked waste at these facilities shall only occur with prior written authorization by the SWBNO.
- 1.4 Trucked-In Materials shall only be accepted for disposal at the Facility under the following conditions:
  - 1.4.1 Prior approval,
  - 1.4.2 A consummated agreement with either the SWBNO (Owner) or Veolia Water (Operator), and transporter of the Trucked-In Materials,
  - 1.4.3 Shall meet the minimum requirements specified in **Attachment 2**; and
  - 1.4.4 Make acceptable payment arrangements.

**2. POLICY**

- 2.1 Terms for acceptance, treatment and disposal of Trucked-In Materials shall contain the following appropriate provisions:
  - 2.1.1 Established Acceptance Criteria for the specific Trucked-In Materials to be delivered to the facility;
  - 2.1.2 Requiring that haulers warrant that the Trucked-In Materials delivered to the facility comply with the Acceptance Criteria;
  - 2.1.3 Requiring that haulers advise the Owner or Operator of any changes in the process of generating the Trucked-In Materials that may affect the characteristics of such materials;
  - 2.1.4 Providing for rejection of Trucked-In Materials that do not conform with the Acceptance Criteria, and imposing on haulers responsibility for transportation, treatment and disposal of such rejected materials; and
  - 2.1.5 Requiring haulers to indemnify the Owner and Operator from all Loss-and-Expense arising out of the delivery or attempted delivery of Trucked-In materials that do not comply with the Acceptance Criteria.
- 2.2 All Trucked-In Materials shall be screened by the Operator utilizing the Protocol for Monitoring, Sampling and Screening of Trucked-In Materials (**Attachment 2**) which provides the requirements and procedures by which Trucked-In Materials will be afforded acceptance at the Facility.
- 2.3 The Operator has sole responsibility to ensure that Trucked-In Materials to the Facility are accepted and treated in such a manner that:
  - 2.3.1 Operation of the Facility is not adversely impacted;
  - 2.3.2 The ability to maintain compliance with all regulatory permits is not adversely impacted;
  - 2.3.3 The ability to achieve compliance with current or future discharge limits is not jeopardized;
  - 2.3.3 The receipt of Trucked-In Materials does not result in odor complaints; and,
  - 2.3.4 The receipt of Trucked-In Materials is in full compliance with all Applicable Laws.

- 2.4 The Operator shall have the right to refuse acceptance of any load of Trucked-In Materials not in conformance with the above requirements, based on the criteria agreed upon in advance by the Owner and Operator and the generator or transporter.
- 2.5 The Operator shall be responsible for ensuring that all required sampling, testing and reporting of the Trucked-In Materials is carried out in accordance with applicable State regulations and procedures and as necessary to ensure that Facility's operation is not adversely effected by the acceptance of these materials.
- 2.6 The Operator shall maintain complete records of all Trucked-In Materials sampling and testing as required by Applicable Laws.
- 2.7 If the Operator elects to allow the generator or transporter of Trucked-In Materials to perform the required sampling and testing, the Operator shall ensure that such records are received prior to the off-loading of the Trucked-In Materials.
  - 2.7.1 These records provided to the Operator shall be certified by the generator or transporter by affidavit, signed under penalty of perjury.
  - 2.7.2 If necessary the Operator shall perform any sampling and analysis required immediately prior to the authorized off-loading to supplement testing by generators and haulers.
- 2.8 The Operator shall be responsible for the maintenance of all required records associated with the receipt of Trucked-In Materials. These records shall include, but shall not be limited to the following:
  - 2.8.1 Type of material (e.g. liquid)
  - 2.8.2 Volume of materials received
  - 2.8.3 Date of receipt
  - 2.8.4 Charges for receipt
  - 2.8.5 Name of Hauler
  - 2.8.6 Name of Generator
  - 2.8.7 Profile number (e.g. specific septage agreement number)
  - 2.8.8 Analysis and testing results

- 2.9 Annual report completion and submission in accordance with the LDEQ permit amendment.
- 2.10 Complete billing records to be presented weekly to the SWBNO's Environmental Affairs Department for the purpose of review.
  - 2.10.1 The Owner is responsible for forwarding billing records to accounting for processing.
- 2.11 Retention of records includes loading data for all waste material received.
  - 2.11.1 Loading from the septage and/or wet sludge will be subtracted from the total plant loading from the three force mains entering the facility.
  - 2.11.2 As part of the year-end reconciliation invoice influent loading is submitted from the automatic sample for TSS and BOD. The existing formula is influent loadings minus the recycle streams for belt press filtrate return and ash pond water return. Since the septage material will be received "upstream" of the automatic sampler the new loading calculation will include an additional subtraction for the septage side stream.

### **3. COSTS- SEPTAGE**

- 3.1 Samples delivered M-F between the hours of 7:00 am-4:00 pm.....\$0.15/gallon  
Special event times and days specified by SWBNO.....\$0.20/gallon
- 3.2 The revenue split for the normal business hours will be \$0.075/gallon for the Owner and \$0.075/gallon to cover the operational costs for the Operator. The revenue split for special event times and days specified by SWBNO will be \$0.10/gallon for the Owner and \$0.10/gallon for the Operator to cover costs incurred.
- 3.3 The invoice from the Operator to the Owner to cover the costs incurred shall be once a month and accompany the regular operations and maintenance invoices.
- 3.4 Costs involved for the Operator include:
  - 3.4.1 Labor for the receipt of the septage load, scale weight of truck, sample collection, and documentation
  - 3.4.2 Sample analysis for Relative Toxicity, pH, and temperature.
  - 3.4.3 Tracking and documentation for billing purposes
  - 3.4.4 Project Management & Environmental oversight
  - 3.4.5 Marketing for growth of the septage receiving initiative

**4. COSTS-WET SLUDGE**

- 4.1 This section to be amended upon approval in the form of a letter amendment issued by the Owner to the Operator to accept discharge of wet sludge at the Facility.
- 4.2 Terms of agreement shall include volume received, sludge characteristics, %Total Solids, and %Volatile Solids between the Public or Private treatment plant and the Owner and Operator of the Facility.

**ATTACHMENT 1**

**Approved Truck Route**

**ATTACHMENT 2**  
**Acceptance Criteria**

## ACCEPTANCE CRITERIA

### I Approval Procedures

- I.1. All source locations must meet the latest requirements for septage waste sampling, based on the latest standards, requirements and/or regulations of the Louisiana Department of Environmental Quality (LDEQ).
  - I.1.1 All source locations for septage must test at a minimum the required parameters as laid out in Supplement 1 to Attachment 2.
- I.2 All wet sludge source locations must test at a minimum the required parameters as specified in their Louisiana Pollution Discharge Elimination System (LPDES) permits for residual solids and meet the latest sampling frequency.
  - I.2.1 At a minimum, the frequency and parameters must be those identified in Supplement 1 to this Attachment.
  - I.2.2 For Wet Sludge an initial residual test from the source facility will be required prior to approval of any acceptance agreement.
  - I.2.3 A copy of the source facility's LPDES permit must also be provided.
  - I.2.4 Owner/Operator reserves the right to decline acceptance of residuals from any source facility making application for treatment or disposal.

### II Reporting and Sampling Procedures – Septage Waste

- II.1 All septage haulers will be required to be pre approved to be able to discharge at the Facility.
  - II.1.1 The approval will be based up the examination of the characteristics of the waste and concentration levels of the parameters required for testing in Supplement 1.
- II.2 A representative sample of the waste load to be disposed of at the facility will be collected and analyzed for pH, temperature, TSS, VSS, and BOD or COD.
- II.3 Owner/Operator has the right to refuse any and all septage material determined to be a detriment to the wastewater treatment process.



**III Reporting and Sampling Procedures – WWTP Sludge**

- III.1. Scheduled sampling results must be received by the Facility no later than the 20<sup>th</sup> day following the month in which the samples were taken.
  - III.1.1 Sample results should be in the same format as those required by LDEQ with copies of the certified laboratory results attached.
  - III.1.2 Test results should be signed by the source facility's Licensed Operator of Record, or if the Licensed Operator is not available, by an authorized representative of the source facility.
- III.2 The source facility must notify the Facility of any sample results that exceed its NPDES permit or if there is any problem in sample results.
  - III.2.1 Verbal/fax notification must be provided by the source facility Operator within 24 hrs of receipt of knowledge of any problem and within 3 business days in writing.
- III.3 The Facility will spot sample each source facility at a minimum of once per year, or more frequently if it deems necessary.
- III.4. Owner/Operator may, at its discretion, suspend or terminate acceptance of waste material from any source facility, if residual analysis results or any other available information indicate that the source material may have a detrimental effect to the Facility.
- III.5. Individual waste haulers will be required to provide a sample of each waste load.
  - III.5.1 The Operator will provide 500-ml bottles for said samples.
  - III.5.2 Haulers will be required to provide the hauler's name, source location(s), date, time of sample, and profile number on each sample.
  - III.5.3 Waste haulers will be provided a written protocol for sample collection along with site approval.

**IV. Delivery Procedures**

- IV.1 All trucked in waste material must be delivered by a fully licensed LDEQ hauler.
  - IV.1.1 All waste haulers must be pre-approved by the Owner/Operator 5 days prior to initial deliveries.
  - IV.1.2 Owner/Operator may waive the 5 day requirement at its own discretion.

**Trucked-In Materials Protocol**  
**Attachment 2**  
April 1, 2013

- IV.1.3 Owner/Operator may, at its own discretion, suspend or terminate acceptance of any waste deemed a detriment to WWTP operations.
- IV.2 Waste haulers will be required to make their own connections to the Facility equipment.
  - IV.2.1 They are responsible for their own equipment at all times.
  - IV.2.2 Haulers are required to immediately report to the Operator any traffic problem, accident, or safety incident that occurs on WWTP property.
- IV.3 In any circumstance of a spill, the waste haulers shall contact the Operator immediately.
  - IV.3.1 The Operator will provide appropriate emergency contact and clean up procedures at the facility.
  - IV.3.2 The waste hauler shall take immediate action to contain any spilled materials, and thereafter complete any required cleanup and decontamination procedures.
- IV.4 All waste haulers are required to utilize trash facilities provided by the Operator and shall not leave any debris at the site.
- IV.5 Haulers who violate any of the requirements of this protocol may have their disposal privileges suspended or revoked.
- IV. 6 Haulers must follow the approved truck routes and obey the truck speed limits on Caffin Avenue and Florida Avenue or may have their disposal privileges suspended or revoked.

**SUPPLEMENT 1: TESTING PARAMETERS**

**A. Annual parameters - Septage**

- Total Nitrogen
- Total Phosphorus
- Zinc
- Beryllium
- Copper
- Nickel
- Lead
- Cadmium
- Chromium
- Mercury
- PCB's
- Total Hydrocarbons
- Total Cyanide & Phenols

**B. Annual parameters – WWTP Sludge**

- TCLP – Complete including pesticides and herbicides
- RCI & PCB's
- Appendix D, Table II Metals

**CRITERIA DEFINING NON-CONFORMING SLUDGE AND SEPTAGE**

- A. Sludge offered to the Facility that fails to meet the following characteristics shall be Non-conforming Sludge:
1. Non-hazardous pursuant to 40 CRF Part 261 and Louisiana Administration Code.
  2. Dry solids content range of 1-10% for wet sludge, as determined by test method 2540B Total Solids dried at 103-105 degrees C.
  3. Volatile content of solids greater than 50%, as determined by test method 2540E fixed and Volatile Solids at 550 degrees C using the residue from method 2540B above.

4. The Sludge shall not exceed the "Regulatory Levels" set forth in the following tables:

a. Toxicity Leachate Characteristics Procedure (TCLP) Analysis-Volatile Organic Compounds

| <u>Volatiles</u>     | <u>Regulatory Levels*</u> |
|----------------------|---------------------------|
| Benzene              | < 0.5 mg/l                |
| Carbon Tetrachloride | < 0.5 mg/l                |
| Chlorobenzene        | < 100.0 mg/l              |
| Chloroform           | < 6.0 mg/l                |
| 1,4 Dichlorobenzene  | < 7.5 mg/l                |
| 1,2 Dichloroethane   | < 0.5 mg/l                |
| 1,1 Dichloroethylene | < 0.7 mg/l                |
| Methylethyl Ketone   | < 200.0 mg/l              |
| Tetrachloroethylene  | < 0.7 mg/l                |
| Trichloroethylene    | < 0.5 mg/l                |
| Vinyl Chloride       | < 0.2 mg/l                |

\*Regulatory Levels and Test Procedures per 40 CFR 261.24

b. TCLP Analysis-Inorganic Compounds

| <u>Inorganics</u> | <u>Regulatory Levels*</u> |
|-------------------|---------------------------|
| Arsenic           | < 5.0 mg/l                |
| Barium            | < 100.0 mg/l              |
| Cadmium           | < 1.0 mg/l                |
| Chromium          | < 5.0 mg/l                |
| Lead < 5.0 mg/l   |                           |
| Mercury           | < 0.2 mg/l                |
| Selenium          | < 1.0 mg/l                |
| Silver < 5.0 mg/l |                           |

\* Regulatory Levels and Test Procedures per 40 CFR Part 261.24

c. TCLP Constituents –Semi-Volatile Organic Compounds

| <u>Semi-Volatiles</u>      | <u>Regulatory Levels*</u> |
|----------------------------|---------------------------|
| Chlordane                  | < 0.03 mg/l               |
| Cresol, (Total)            | < 200.00 mg/l             |
| o-Cresol                   | < 200.00 mg/l             |
| m-Cresol                   | < 200.00 mg/l             |
| p-Cresol                   | < 200.00 mg/l             |
| 2,4 D                      | < 10.0 mg/l               |
| 2,4 Dinitrotoluene         | < 0.13 mg/l               |
| Endrin                     | < 0.02 mg/l               |
| Heptachlor & Its Epoxide   | < 0.008 mg/l              |
| Hexachlorobenzene          | < 0.13 mg/l               |
| Hexachloro – 1,3 butadiene | < 0.50 mg/l               |
| Hexachloroethane           | < 3.00 mg/l               |
| Lindane                    | < 0.40 mg/l               |
| Methoxychlor               | < 10.00 mg/l              |
| Nitrobenzene               | < 2.00 mg/l               |
| Pentachlorophenol          | < 100.0 mg/l              |
| Pyridine                   | < 5.00 mg/l               |
| Toxaphene                  | < 0.50 mg/l               |
| 2,4,5 Trichlorophenol      | < 400.00 mg/l             |
| 2,4,6 Trichlorophenol      | < 2.00 mg/l               |
| 2,4,5 TP (Silvex)          | < 1.00 mg/l               |

\* Regulatory levels and test procedures per 40 CFR Part 261.24

| <u>Parameter</u>      | <u>Regulatory Levels</u> | <u>Procedure</u> |
|-----------------------|--------------------------|------------------|
| Copper                | <150 mg/l                | SW 846-1311      |
| Nickel                | <150 mg/l                | SW 846-1311      |
| Zinc                  | <150 mg/l                | SW 846-1311      |
| Oil & Grease          | 10,000 ppm max           | ASTM-D3987- 85   |
| Ammonia Nitrogen      | 70,000 ppm max           | ASTM-D3987-85    |
| pH                    | 5-9 S.U.                 | SW 846-9045      |
| Ignitability          | >140°F                   | SW 846-C7        |
| Reactive Sulfide      | 500 ppm max              | SW 846-C7        |
| Reactive Cyanide      | 250 ppm max              | SW 846-C7        |
| pH of TCLP extraction | 2>x<12.5                 | SW 846-1311      |
| PCBs                  | 50 ppm max               | SW 846 8080      |

## **SUPPLEMENT 2: RULES OF THE ROAD**

### **1. General Safety Rules**

- a. Smoking is not permitted on the Facility property.
- b. Waste hauler drivers must sign in at the front and check in the scale house.
- c. Under no circumstances may a person less than 16 years of age accompany a vehicle or driver.
- d. Drivers shall be familiar with the hazards, know the proper loading/unloading procedures, be equipped with the necessary protective equipment for the materials they are transporting.
- e. All vehicles are subject to inspection upon entering and leaving the Facility property.
- f. The speed limit on the Facility site is 5 miles per hour.
- g. When waste loads are trucked into the facility any driver not following the approved truck route or causing disfavor from the neighboring residents may be denied future access and permission to dump at the plant site.

### **2. Vehicle Requirements**

- a. Each vehicle owner and driver of a vehicle operated on the Facility property shall be in compliance with insurance requirements of the State of the vehicle registration or operator license and any other applicable authority.
- b. Each vehicle carrying septage and operated on the Facility property shall hold and comply with all licenses, certifications and insurance required under applicable Laws and Regulations.

### **3. Failure to Comply**

- a. Owner/Operator reserves the right to ban vehicle owners/drivers that violate these rules.
- b. Notice of violation from Owner/Operator staff will be investigated and if found that violations are accurate, the Owner/Drivers of the trucked in material may have their access privileges revoked in accordance with contract provisions.

**4. Alternate Route**

- a. In all cases the primary route to reach the Facility is through the access road as defined in the Attachment 1 Approved Truck Route.
- b. If this route is not available, the driver must first notify the Facility Operator. Facility Operator will inform the hauler on when the access road will be available.
- c. The Operator will work with the Owner to rectify any problems arising from vehicle problems. Repeat violators may be denied use of access through the Facility property.

**REVISION TO SEPTAGE WASTE PROGRAM**

**WHEREAS**, in April 2012 the Sewerage & Water Board of New Orleans (Board) implemented a program at the East Bank Wastewater Treatment Plant for the disposal of hauled septage waste and wet sludge from nearby wastewater treatment plants; and

**WHEREAS**, a truck-in materials protocol was developed to provide an overview of the program, provide written policy for the roles and responsibilities of the Board and the Operator (Veolia North America), defined approved truck routes to reduce impact on the neighborhood and septage quality acceptance criteria for the Hauler, and establishment of costs of the septage program, including fees charged and sharing of revenue between the Board and the Operator; and

**WHEREAS**, revisions to the program is required to safeguard the wastewater treatment process with the prohibition of formaldehyde products in the septage, replace testing for BOD and TSS with relative toxicity to ensure the quality of the septage is not detrimental to the wastewater microorganisms, reduced hours of operations and eliminate the use of Sewer Pump Station A as an alternate disposal site; and

**WHEREAS**, the Board proposes to increase the fee for disposal of septage to provide the increased cost of operations as follows:

- Monday through Friday from 7 am to 4 pm      \$0.15/gallon (formerly \$0.10/gal)
- Special event times and days as specified by the Board      \$0.20/gal (formerly all after hours, weekends and holidays at \$0.14/gal)

**NOW THEREFORE, BE IT RESOLVED**, that the Board approves the revisions to the septage program and authorizes implementation of the increased fees and hours of operations effective September 1, 2014.

---

I, Cedric S. Grant, Executive Director,  
Sewerage and Water Board of New Orleans, do hereby  
certify that the above and foregoing is a true and  
correct copy of a Resolution adopted at the Regular  
Monthly Meeting of said Board, duly called and held,  
according to law, on August 20, 2014.

---

CEDRIC S. GRANT, EXECUTIVE DIRECTOR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS



**SEWERAGE AND WATER BOARD OF NEW ORLEANS**  
**CHANGE ORDER ANALYSIS SUMMARY FOR FISCAL YEAR 2013**

As of July 30, 2014

|                 | <u>Total Active</u><br><u>Contracts (\$)</u> | <u>Total Change</u><br><u>Orders (\$)</u> | <u>Percentage</u><br><u>Contract</u> |
|-----------------|--|---|--------------------------------------|
| <b>WATER</b>    |  |   |                                      |
| Construction    | \$ 245,099,517                               | \$ 4,800,899                              | 2.0%                                 |
| Design          | \$ 37,666,649                                | \$ 19,336,386                             | 51.3%                                |
| Total: Water    | \$ 282,766,166                               | \$ 24,137,285                             | 8.5%                                 |
| <b>SEWERAGE</b> |  |   |                                      |
| Construction    | \$ 140,003,505                               | \$ 4,322,968                              | 3.1%                                 |
| Design          | \$ 14,071,884                                | \$ 7,459,892                              | 53.0%                                |
| Total Sewerage  | \$ 154,075,389                               | \$ 11,782,859                             | 7.6%                                 |
| <b>DRAINAGE</b> |  |   |                                      |
| Construction    | \$ 54,733,552                                | \$ 1,356,243                              | 2.5%                                 |
| Design          | \$ 28,753,633                                | \$ 1,953,986                              | 6.8%                                 |
| Total Drainage  | \$ 83,487,185                                | \$ 3,310,228                              | 4.0%                                 |
| Total Program   | \$ 520,328,740                               | \$ 39,230,373                             | 7.5%                                 |



**Sewerage and Water Board**  
**Department of Emergency Management**  
*“Preparedness, Mitigation, Response, and Recovery”*

FEMA Project Update as of **7-21-14**

*This data was collected from E.M. Data and Louisianaapa.com on the above reference date*

Prepared by: Jason Higginbotham, CEM, LEM-P  
 Director of Emergency Management

**Hurricane Katrina**

|  |                          |
|--|--------------------------|
| <b>Estimated Project Cost</b>                    | <b>\$ 788,677,451.07</b> |
| <b>Obligated Amount</b>                          | <b>\$ 663,128,111.01</b> |
| Not Eligible PW <sup>1</sup>                     | \$ 10,896,751.08         |
| Not Eligible Loan PW <sup>2</sup>                | \$ 70,111,970.25         |
| Insurance Deduction <sup>3</sup>                 | \$ 2,747,339.04          |
| Version Request <sup>4</sup>                     | \$ 0                     |
| Loan/Advancement PW Version Request <sup>5</sup> | \$ 35,722,163.32         |
| Appeal Amount <sup>6</sup>                       | \$ -                     |
| Close Out Reconciliation <sup>7</sup>            | \$ 3,224,162.12          |
|  |                          |
| Submitted Project Cost                           | \$ 697,070,933.31        |
| Awaiting Obligation <sup>8</sup>                 | \$ 2,846,954.25          |
| Total Invoices in Progress at State              | \$ 7,630,012.72          |
| Total Paid by State (LAPA Data)                  | \$ 363,777,664.29        |
|  |                          |
| SPS HMGP Grant                                   | \$ 20,082,538.00         |
|  |                          |
| Power Plant HMGP GRANT                           | \$ 141,175,000.00        |
| Power Plant HMGP Amendment 1                     | \$ 9,620,389.00          |

<sup>1</sup> Represents the amount that will not result in payments by FEMA on non-100 Million Dollar P.W.'s.

<sup>2</sup> Represents the amount that will not result in payments by FEMA on 100 Million Dollar P.W.'s.

<sup>3</sup> National Flood Insurance deductions.

<sup>4</sup> Amount that FEMA is reviewing documentation to adjust scope of work or cost adjustments on non-100 Million Dollar P.W.'s.

<sup>5</sup> Amount that FEMA is reviewing documentation to adjust scope of work or cost adjustments on 100 Million Dollar P.W.'s. and GOHSEP Advancement Project Worksheets

<sup>6</sup> Amount that is currently under appeal or arbitration.

<sup>7</sup> Amount that will be reconciled when Project Worksheet's are closed out.

<sup>8</sup> Amount pending obligation in FEMA Million Dollar Queue or Funding Review Queue.

## Hurricane Gustav

This data was collected from E.M. Data and Louisianapa.com

|                                    |               |
|------------------------------------|---------------|
| Original ESTIMATED<br>PROJECT COST | \$ 755,354.17 |
| PROJECT SUBMITTED<br>AMOUNT        | \$ 755,354.17 |
| NFIP Reduction                     | \$ -          |
| OBLIGATED Amount                   | \$ 755,354.17 |
| Amount Paid by State               | \$ 312,309.26 |

## Hurricane Isaac

This data was collected from E.M. Data and Louisianapa.com

| Site                                  | Estimated              | Insurance Claim      | FEMA Claim             | PW Amount              |
|---------------------------------------|------------------------|----------------------|------------------------|------------------------|
| CAT B Emergency Labor/Equipment       | \$ 1,217,743.75        | \$ -                 | \$ 1,217,743.75        | \$ 1,217,743.75        |
| East Bank Waste Water Treatment Plant | \$ 873,596.00          | \$ 367,636.00        | \$ 505,960.00          | \$ 324,593.84          |
| West Bank Waste Water Treatment Plant | \$ 118,755.00          | \$ 38,887.00         | \$ 79,868.00           | \$ 75,569.78           |
| East Bank Water Plant                 | \$ 184,556.00          | \$ 36,850.00         | \$ 174,706.00          | \$ 74,678.91           |
| West bank Water Plant                 | \$ 2,269.74            | \$ -                 | \$ 2,269.74            | \$ 2,269.74            |
| Sewer Pumping Stations/DPS            | \$ 94,063.80           | \$ -                 | \$ 94,377.90           | \$ 94,377.90           |
| Drainage Pumping Stations             | \$ 9,533.00            | \$ -                 | \$ 9,533.00            | \$ 9,533.00            |
| Central Yard                          | \$ 6,053.60            | \$ -                 | \$ 6,053.60            | \$ 6,053.60            |
| <b>Total</b>                          | <b>\$ 2,506,570.89</b> | <b>\$ 443,373.00</b> | <b>\$ 2,090,511.99</b> | <b>\$ 1,804,820.52</b> |

# Sewerage and Water Board of New Orleans Committee & Regular Board Meeting Schedule

## 2014 Calendar of Events

|           |                    |          |                             |
|-----------|--------------------|----------|-----------------------------|
| MONDAY    | AUGUST 4, 2014     | 9:00 AM  | OPERATIONS COMMITTEE        |
| TUESDAY   | AUGUST 5, 2014     | 8:00 AM  | FINANCE COMMITTEE           |
| WEDNESDAY | AUGUST 6, 2014     | 9:00 AM  | COMMITTEE ON INFRASTRUCTURE |
| WEDNESDAY | AUGUST 6, 2014     | 10:30 AM | PENSION COMMITTEE           |
| FRIDAY    | AUGUST 8, 2014     | 9:00 AM  | EXECUTIVE COMMITTEE         |
| WEDNESDAY | AUGUST 20, 2014    | 9:00 AM  | REGULAR BOARD               |
| WEDNESDAY | SEPTEMBER 3, 2014  | 9:00 AM  | COMMITTEE ON INFRASTRUCTURE |
| WEDNESDAY | SEPTEMBER 3, 2014  | 10:30 AM | PENSION COMMITTEE           |
| MONDAY    | SEPTEMBER 8, 2014  | 9:00 AM  | OPERATIONS COMMITTEE        |
| TUESDAY   | SEPTEMBER 9, 2014  | 8:00 AM  | FINANCE COMMITTEE           |
| FRIDAY    | SEPTEMBER 12, 2014 | 9:00 AM  | EXECUTIVE COMMITTEE         |
| WEDNESDAY | SEPTEMBER 17, 2014 | 9:00 AM  | REGULAR BOARD               |
| WEDNESDAY | OCTOBER 1, 2014    | 9:00 AM  | COMMITTEE ON INFRASTRUCTURE |
| WEDNESDAY | OCTOBER 1, 2014    | 10:30 AM | PENSION COMMITTEE           |
| MONDAY    | OCTOBER 6, 2014    | 9:00 AM  | OPERATIONS COMMITTEE        |
| TUESDAY   | OCTOBER 7, 2014    | 8:00 AM  | FINANCE COMMITTEE           |
| FRIDAY    | OCTOBER 10, 2014   | 9:00 AM  | EXECUTIVE COMMITTEE         |
| WEDNESDAY | OCTOBER 15, 2014   | 9:00 AM  | REGULAR BOARD               |
| WEDNESDAY | NOVEMBER 3, 2014   | 9:00 AM  | OPERATIONS COMMITTEE        |
| TUESDAY   | NOVEMBER 4, 2014   | 8:00 AM  | FINANCE COMMITTEE           |
| WEDNESDAY | NOVEMBER 5, 2014   | 9:00 AM  | COMMITTEE ON INFRASTRUCTURE |
| WEDNESDAY | NOVEMBER 5, 2014   | 10:30 AM | PENSION COMMITTEE           |
| FRIDAY    | NOVEMBER 7, 2014   | 9:00 AM  | EXECUTIVE COMMITTEE         |
| WEDNESDAY | NOVEMBER 19, 2014  | 9:00 AM  | REGULAR BOARD               |
| MONDAY    | DECEMBER 1, 2014   | 9:00 AM  | OPERATIONS COMMITTEE        |
| TUESDAY   | DECEMBER 2, 2014   | 8:00 AM  | FINANCE COMMITTEE           |
| WEDNESDAY | DECEMBER 3, 2014   | 9:00 AM  | COMMITTEE ON INFRASTRUCTURE |
| WEDNESDAY | DECEMBER 3, 2014   | 10:30 AM | PENSION COMMITTEE           |
| FRIDAY    | DECEMBER 5, 2014   | 9:00 AM  | EXECUTIVE COMMITTEE         |
| WEDNESDAY | DECEMBER 17, 2014  | 9:00 AM  | REGULAR BOARD               |

**NOTE: RECOMMENDATIONS:**

**NOTE: TIME CHANGE OF THE FINANCE COMMITTEE HAS BEEN MOVED TO 8:00 AM, AS INDICATED ON THE CALENDAR**

SEPTEMBER – MOVED TO SECOND WEEK DUE TO HOW THE DAYS FALL DURING FIRST WEEK (LABOR DAY 9/1/2014)

OCTOBER – MOVED TO SECOND WEEK DUE TO HOW THE DAYS FALL DURING FIRST WEEK