

SEWERAGE & WATER BOARD OF NEW ORLEANS

FINANCE COMMITTEE MEETING

TUESDAY, JANUARY 6, 2015

8:00 AM

**8800 S. CLAIBORNE AVE., CARROLLTON WATER PLANT
ENGINEERING BLDG., 2ND FLOOR – TRAINING ROOM**

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. Authorization to Enter into a Memorandum of Understanding with the Governor's Office of Homeland Security and Emergency Preparedness for Hurricane Isaac (R-001-2015)
5. Award of Contract to Provide Construction Management Services for Capital Projects (R-002-2015)
6. Award of Contract to Provide Design and Engineering Services for the Carrollton Water Treatment Plant Sludge Line to the River (R-003-2015)
7. Award of Contract to Provide Arc Flash Assessment and Analysis for the Carrollton Water Treatment Plant (R-004-2015)
8. Appointment of Outside Counsel for Dispute with Contractor (R-005-2014)

PRESENTATION ITEMS

9. Financial Results through November 2014
10. Topics for Future Discussions
11. Response to Questions

INFORMATION ITEMS

12. Change Order Analysis
13. FEMA Project Worksheet Status
14. 2015 Committee/Board Meeting Schedule
15. Any Other Matters

REFERENCE MATERIALS (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



"RE-BUILDING THE CITY'S WATER SYSTEMS FOR THE 21ST 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

December 2, 2014

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 December 2, 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, November 4, 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-269-2014 – FURNISHING RUBBER HIP BOOTS – REQ. NO. YW150001

Mr. Becker recommended Southeast Safety & Supply in the total amount of \$199,999.95.

R-270-2014 – FURNISHING AND DELIVERING VARIOUS HEAVY DUTY AND REGULAR VEHICLES – REQ. NO. YG140110

Mr. Becker recommended Lamarque Ford Trucks Sales, Inc. in the total amount of \$339,406.00.

R-271-2014 – FURNISHING AND DELIVERING VARIOUS CONSTRUCTION EQUIPMENT AND TRAILERS – REQ. NO. YG140112

Mr. Becker recommended Item 1 and 3 to Duhon Machinery Co., Inc. in the total amount of \$90,500.00.

Mr. Becker recommended Item 2 to Lee Tractor Co., Inc. in the total amount of \$99,800.00.

R-272-2014 – CONTRACT 3794 – REHABILITATION OF BIO-REACTOR TRAIN #1 AT THE EAST BANK WASTEWATER TREATMENT PLANT

Mr. Becker recommended Industrial and Mechanical Contractors, Inc. for the total amount of \$1,274,250.00.

R-273-2014 – CONTRACT 6252 – INSTALLATION OF TRANSFORMERS T2 AND T3 AND CONSTRUCTION OF NEW ELECTRICAL DUCT BANK AT CARROLLTON WATER PLANT

Mr. Becker recommended Frischhertz Electric Co., Inc. in the total amount of \$249,870.00.

R-274-2014 – CONTRACT 8142 – REPAVING OPEN CUTS IN STREETS, DRIVEWAYS, SIDEWALKS RESULTING FROM THE REPAIR TO THE SEWERAGE AND WATER BOARD OF NEW ORLEANS UNDERGROUND UTILITIES

Mr. Becker recommended Fleming Construction Company in the total amount of \$2,471,050.00.

R-275-2014 – CONTRACT 30015 – RESTORATION OF EXISTING GRAVITY SEWER BY POINT REPAIR AND CIPP LINING OF SEWER MAINS AT VARIOUS SITES THROUGHOUT ORLEANS PARISH

Mr. Becker recommended Wallace C. Drennan, Inc. in the total amount of \$1,988,550.00.

Upon a motion by Ms. Barnes and seconded by Ms. Kane, the above bids were approved.

Item 3

CHANGE ORDERS

R-256-2014 – RATIFICATION OF CHANGE ORDER #7 FOR CONTRACT 1353 – HURRICANE RELATED REPLACEMENT OF THE BOILER PRE HEATERS AT THE CARROLLTON WATER PURIFICATION PLANT – POWER COMPLEX

Mr. Becker recommended the ratification of change order no. 7 for contract 1353 – Hurricane Related Replacement of the boiler pre heaters at the Carrollton Water Purification Plant – Power Complex in the amount of \$22,605.11. This brings the total for change orders to \$463,210.37 or 16.8% of the original contract.

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

R-257-2014 – RATIFICATION OF CHANGE ORDER #10 FOR CONTRACT 1350 – HURRICANE RELATED REPAIRS TO TURBINE 4 AT THE CARROLLTON WATER PURIFICATION PLANT – POWER COMPLEX

Mr. Becker recommended the ratification of change order no. 10 for contract 1350- Hurricane related repairs to turbine 4 at the Carrollton Water Purification Plant – Power Complex in the amount of \$42,925.62. This brings the total for change orders to \$1,645,647.51 or 12.91% of the original contract.

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

R-258-2014 –RATIFICATION OF CHANGE ORDER #6 FOR CONTRACT 1352 – HURRICANE RELATED REPLACEMENT OF THE PUMP PACKAGE AT THE CARROLLTON WATER PURIFICATION PLANT- POWER COMPLEX

Mr. Becker recommended ratification of change order no. 6 for contract 1352 – Hurricane related replacement of the pump package at the Carrollton Water Purification Plant – Power Complex in the amount of \$113,837.02. This brings the total for change orders to \$269,258.22 or 9.89% of the original contract.

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

R-259-2014 – AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE SEWERAGE AND WATER BOARD OF NEW ORLEANS AND WALDERMAR S. NELSON AND COMPANY FOR HURRICANE KATRINA RELATED WATER RESTORATION PROJECTS #5 – TASKS IN POWER PLANT – CARROLLTON PLANT

Mr. Becker recommended amendment to the agreement with Waldemar S. Nelson and Company for hurricane Katrina related repairs to the Power Plant – Carrollton Plant increasing the fee authorized to be paid to \$3,206,704.57.

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

Item 4 R-265-2014 – 2015 OPERATING BUDGET

Mr. Miller recommended approval of the Operating Budget.

Upon a motion by Ms. Barnes and seconded by Ms. Kane the Operating Budget was approved.

Item 5 R-266-2014 –2015 CAPITAL BUDGET & 2015-2024 CAPITAL PROGRAM

Mr. Miller recommended approval of the Capital Budget.

Upon a motion by Ms. Kane and seconded by Ms. Barnes the Capital Budget was approved.

**Item 6 R-253-2014 - 2015 OPERATING BUDGET AND 2015 CAPITAL BUDGET
BLANKET APPROPRIATIONS RESOLUTION**

Mr. Miller recommended approval of the 2015 Operating Budget and 2015 Capital Budget Blanket Appropriations Resolution.

Upon a motion by Ms. Barnes and seconded by Ms. Kane the 2015 Operating Budget and 2015 Capital Budget Blanket Appropriations Resolution was approved.

**Item 7 R-255-2014 - COMMERCIAL FLOOD INSURANCE POLICY FOR
FACILITIES**

Mr. Miller recommended renewal of the Commercial Flood Insurance for the total amount of \$177,117.00 for the period January 12, 2015 through February 15, 2016.

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

**Item 8 R-260-2014 – AWARD OF CONTRACT TO PROVIDE DESIGN AND
ENGINEERING SERVICES FOR SEWER PUMP STATION A –
STRUCTURAL REHABILITATION**

Ms. Goddard recommended award of contract to provide Design and Engineering Services for Sewer Pump Station A – Structural Rehabilitation not to exceed \$83,101.00.

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

Item 9 R-261-2014 – AWARD OF CONTRACT TO PROVIDE OWNER’S REPRESENTATION AND CONSTRUCTION MANAGEMENT SERVICES FOR CAPITAL PROJECTS AT THE WASTEWATER TREATMENT PLANTS

Ms. Goddard recommended award of the above contract to provide Owners Representation and Construction Management Services for Capital Projects at the Wastewater Treatment Plants for a level of effort not to exceed 1.7 FTE at an agreed upon fixed hourly rates.

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

Item 10 R-262-2014 - AMENDMENT NO. 3 TO AGREEMENT WITH MWH AMERICAS, INC. FOR ENTERGY SEWER ASSESSMENT PHASE II

Ms. Goddard recommended amendment no. 3, agreement to MWH Americas, Inc. not to exceed the total amount of \$293,000.00.

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

Item 11 R-263-2014 – AWARD OF CONTRACT TO PROVIDE ASSESSMENTS, DESIGN, CONSTRUCTION, AND PROGRAM MANAGEMENT SERVICES FOR SELA AND DRAINAGE SYSTEM

Ms. Goddard recommended award of the above contract to provide analyses and modeling to evaluate and combine the Board’s major drainage model with the City of New Orleans Department of Public Works model at an amount not to exceed \$908,000; and design, bid and construction administration services for a dechlorination facility at the East Bank Wastewater Treatment Plant for the Wetlands Assimilation Project A-2 at an amount not to exceed \$64,250.

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

Item 12 R-264-2014 – AMENDMENT TO AGREEMENT WITH STANLEY CONSULTANTS, INC. FOR DESIGN AND ENGINEERING SERVICES FOR THE WATER HAMMER HAZARD MITIGATION PROJECT

Ms. Goddard recommended amendment to agreement with Stanley Consultants, Inc. to increase the fee by \$37,940.50 to a total fee of \$3,563,124.16.

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

Item 13

R-267-2014 – AMENDMENT NO. 3 TO AGREEMENT WITH BLACK AND VEATCH CORPORATION FOR DESIGN AND ENGINEERING SERVICES FOR THE EBWWTP SLUDGE DRYER PROJECT

Ms. Goddard recommended amendment no. 3, agreement to Black and Veatch Corporation, not to exceed \$87,082, increasing the fee authorized to be paid to Black and Veatch by \$87,082 with a total cumulative fee of \$735,356.

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

Item 14

R-268-2014 – AWARD OF ENGINEERING SUPPORT SERVICES IN THE AREA OF ENGINEERING SURVEYING SERVICES, MATERIAL TESTING AND GEOTECHNICAL ENGINEERING SERVICES

Mr. Becker recommended award of the Engineering Support Services in the areas of, Engineering Surveying Services, Material Testing and Geological Engineering Services.

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

Item 15

R-276-2014 – AWARD OF CONTRACT TO PROVIDE STAFF SUPPORT FOR WATER LINE REPLACEMENT PROGRAM

Ms. Goddard recommended award of the above contract to provide Staff Support for Water Line Replacement Program.

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

PRESENTATION

Item 16

COMMITTEE RESPONSIBILITIES BY-LAWS CHANGE

Mr. Grant presented a proposal of changes in the by-laws that defined the role of the Finance Committee. There are key issues that may be added in order to clarify that

Defined role: financial reporting, financing strategies; alternative financing Mechanisms; credit ratings; internal control assessment; and audit compliance.

Item 17 FINANCIAL RESULTS THROUGH OCTOBER

Mr. Miller presented the Financial Report through October 2014. He stated that water and sewer revenues were on target. Operating expenses are well below the budget. There is approximately \$88 million left in bond proceeds. We have 160 days of cash for water, 258 days of cash for sewer and 255 days of cash for drainage. Debt Service coverage is expected by year end to be in excess of 2.0 for water and sewer.

INFORMATION ITEMS

Item 18 CHANGE ORDER ANALYSIS

The committee received the report.

Item 19 FEMA PROJECT WORKSHEET STATUS

The committee received the report.

Item 20 TOPICS FOR FUTURE DISCUSSION

None

Item 21 2015 COMMITTEE/BOARD MEETING SCHEDULE

The committee received the report.

Item 22 RESPONSE TO QUESTIONS

None

Item 23 ANY OTHER MATTERS

None

ADJOURNMENT

Adjourned at 9:10 am

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

ATTENDANCE

Present:

Mr. Mark Moody
Ms. Kerri Kane
Ms. Robin Barnes

Absent

Mr. Scott Jacobs
Mr. Wm. Raymond Manning

Also in attendance were Cedric S. Grant, Director; Robert Miller, Deputy Executive Director; Joseph Becker, General Superintendent; Madeline Goddard, Deputy Superintendent; Nolan Lambert, Special Counsel; Brian Ferrara, Deputy Special Counsel; Rosita Thomas, Interim Finance Administrator; Dexter Joseph, Budget Director; Emanuel Lain, Utility Services Manager; Michele Holley, Budget Analyst; Robert Jackson, Utility Sr. Services Manager; Jason Higginbotham, Utility Sr. Services Manager; Steve Klepeis, Utility Services Manager; Irma Mahannuar, Internal Audit; Kathleen LaFrance, Executive Director Analyst; Brenda Thornton, Communirep, Inc.; Charles Kennedy Jr., The Kennedy Financial Group; Randy Smith, Royal Engineers; Sharmaine James, Condall Consulting; Stephen Stuart, BGR; and Donald Lambert, Hatch Mott MacDonald

Respectfully submitted,

Mr. Mark Moody, Chair

CONTRACT 8143 - KATRINA RELATED REPAIRS TO GARAGE #2 AT CENTRAL YARD

BE IT RESOLVED by the Sewerage and Water Board of New Orleans that three (3) bids were received on December 19, 2014 after advertising according to the Public Bid Law, for performing work under Contract 8143. The low bid was hereby accepted and contract awarded therefore to **Hamp's Construction, LLC** for the total amount of **\$802,620.00**.

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 January 21, 2015.

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

**RATIFICATION OF CHANGE ORDER NO. 10 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, it was required to install a second line stop and make point repairs at monolith #120, at an additional cost of \$182,275.00. This cost will be eligible for FEMA reimbursement, and

WHEREAS, in the course of these modifications, it was required to make repairs to the 66" SFM under the roadway between the sludge dryer and the megawatt building, at an additional cost of \$50,139.00. This cost will be eligible for FEMA reimbursement, and

WHEREAS, in the course of these modifications, it was required to remove the TRS and backfill in the vicinity of monolith #120. This work required a 58 day contract extension, at an additional cost of \$43,589.00. 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 \$3,328,672.15. This Change Order, in the amount of \$276,003.00, brings the accumulated total to \$3,604,675.15, which is 14.8% of the original Contract value.

NOW THEREFORE BE IT RESOLVED, the approval of Change Order No. 10 for Contract 3661 be ratified by the Sewerage and Water Board.

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 January 21, 2015

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



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: December 17, 2014

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

To: Cedric S. Grant
Executive Director

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

Enclosed please find a recommendation from Reid L. Dennis of the Network Engineering Department, for approval of Change Order No. 10 for the above Contract. This Change Order is in the amount of \$276,003.00 and funds for this Change Order will be eligible for reimbursement through FEMA.

This additional work entails the installation of a second line stop and point repairs at monolith #120. Repairs to the 66" SFM under roadway between slug dryer and megawatt building. Remove TRS and backfill in the vicinity of monolith #120. This work will require an additional 58 days being added to the contract. The required DBE participation on the Contract is 35% and the Contractor is forecasted to meet a 36% DBE participation.

The previous change orders for this contract were in the amount of \$3,328,672.15. This change order brings the accumulated total to \$3,604,675.15 which is 14.8% 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
Ron Spooner, Chief of Engineering
Reid Dennis, FEMA Program Management Supervisor
Tiffany Carter, EDB Director
Jason Higginbotham, Director of Emergency Management
Brian Schick, BKI



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: December 17, 2014

From: Reid L. Dennis, P.E.
Network Engineering Department

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. 10

Install a second line stop and point repairs at monolith #120. Repair the 66" SFM under roadway between slug dryer and megawatt building. Remove TRS and backfill in the vicinity of monolith #120. This work will require an additional 58 days being added to the contract.

Original Contract Bid Price:	\$24,391,466.00
Contract DBE Participation	35%
Current DBE Participation	36%
Previous Change Orders Approved: 9	\$3,328,672.15
This Change Order Amount:	\$276,003.00
Total Change Orders (% of Original Contract)	14.8%
Total Dollar Change Order Amount:	\$3,604,675.15

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

I concur:


Joseph R. Becker
General Superintendent

Date:

Dec 30, 2014

Cc: Reid Dennis, FEMA Program Management Supervisor
Ron Spooner, Chief of Engineering
Bob Moeinian, Chief of Operations
Madeline Goddard, Deputy General Superintendent
Tiffany Carter, EDB Director
Jason Higginbotham, Director of Emergency Management
Nolan Lambert, Special Counsel
Dexter Joseph, Budget
Rosita Thomas, Finance
Brian Schick, BKI

SCOPE OF CHANGES
Contract 3661
(Change Order NO. 10)

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT

Item #	PCM #	Detailed Description	Units	Unit Price	Quantity	Amount	days	Comments
1	45	Berm - Second Line Stop and point repairs at Monolith #120	1	\$ 182,275.00	1	\$ 182,275.00		Pending FEMA Review
2	46	Berm - Repair 66" SFM under roadway between Slug Dryer and Mega Watt Bldg.	1	\$ 50,139.00	1	\$ 50,139.00		Pending FEMA Review
3	47	Remove TRS and Backfill in the vicinity of Monolith #120	1	\$ 43,589.00	1	\$ 43,589.00	58	Pending FEMA Review

Contract DBE%	35%
Current DBE%	36.0%

**CONTRACT
AMOUNT**

Original	\$ 24,391,466.00
Amount of previous Change Orders	\$ 3,328,672.15
Amount this Change Order	\$ 276,003.00
Change Orders to date	\$ 3,604,675.15

**CONTRACT DAYS
(BASE)**

Original Contract Days	520
Days Previously Added	433
Days this Change Order	58
Days Added to date	491

REVISED CONTRACT DAYS

1011

**% OF ORIGINAL CONTRACT
AMOUNT**

This Change Order	1.1%
Previous Change Order	13.6%
TOTAL TO DATE	14.8%

Work Order Date	3/27/2012
CD Date	N/A
FLOAT	N/A

FINAL COMPLETION DATE

Original	8/29/2013
Revised Date w/ added days	1/2/2015
Forecasted Completion Milestone	1/30/2014

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:

Reid Dennis
S&WB Project Manager

Janey Sandefur
Contractor Representative

Cajun Constructors, Inc.

Approved By:

Melvin R. Spooner
Chief of Engineering

Date

Date

**RATIFICATION OF CHANGE ORDER NO. 1 FOR CONTRACT 30002 –
RESTORATION OF EXISTING GRAVITY SEWER MAINS BY EXCAVATION AND
REPLACEMENT FROM MANHOLE TO MANHOLE, CIPP LINING FROM
MANHOLE TO MANHOLE AND POINT REPAIRS AT VARIOUS SITES
THROUGHOUT ORLEANS PARISH**

WHEREAS, the Sewerage and Water Board entered into Contract 30002 with BLD Services, LLC for FEMA funded repairs to the sanitary sewer system in the bid amount of \$4,042,333.00, and

WHEREAS, in the course of these repairs, additional inspections were completed and defects similar in nature to this contract scope were identified, and

WHEREAS, in an effort to achieve the construction goals indicated in the recently modified consent decree, the additional pipe and manhole repair work was added to this contract, for an additional \$302,810.00, which is consistent with the bid prices, and

WHEREAS, this Change Order, in the amount of \$302,810.00, is 7.5% of the original Contract value.

NOW THEREFORE BE IT RESOLVED, the approval of Change Order No. 1 for Contract 30002 be ratified by the Sewerage and Water Board

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 January 21, 2015

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



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: December 27, 2014

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

To: Cedric S. Grant
Executive Director

Re: Contract Number 30002 – Restoration of Existing Gravity Sewer Mains...

Enclosed please find a recommendation from Network Engineering Department, for approval of Change Order No. 1 for the above Contract. This Change Order is in the amount of \$302,810.00 and funds for this Change Order will be eligible for reimbursement through FEMA.

This additional work entails the inclusion of additional quantities for items contained in the proposal. This work was added to the contract in order to complete the work in advance of the consent decree goals.

This change order is 7.5% 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, Ron Spooner, Reid Dennis, Tiffany Carter, Jason Higginbotham, Hadi Amini, Mark Johnson, Rosita Thomas, Gene Ferraro (MWH)



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

DATE: December 19, 2014

FROM: Reid Dennis, P.E., Network/ Drainage Engineering

TO: Joseph Becker, P.E., General Superintendent

RE: Contract Number 30002-Restoration of existing Gravity Sewer Mains by excavation and replacement from manhole to Manhole, CIPP Lining from manhole to manhole and Point Repairs at various sites throughout Orleans Parish.

CHANGE ORDER: NO.1

Description: Additional item not included in the original Contract (See Attached)

Original contract bid price including unit prices: \$4,042,333.00

Previous approved change order amount(s): \$0.00

This change order increase amount: \$\$302,810.00

Total change order as percent of original contract amount: 7.49%

Please review and upon approval forward to the proper committees for Board's approval.

The Network Engineering Department has reviewed this proposal and found it to be acceptable.

I concur: Joseph Becker
Joseph Becker, P.E.
General Superintendent

Date: Dec 30, 2014

RD/mdj

cc: M.Ron Spooner, Hadi Amini, Mark Johnson, Jason Higginbotham

SCOPE OF CHANGES No. 1
ESSA
CONTRACT 30002
(Change Order No. 1)

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT 30002

Item #	FCO#	Detailed Description	Units	Unit Price	Quantity	Amount	Days	Comments
X-1	1	Replace Sewer Manhole 335-008, including slab, base and sub-base	EA	\$ 45,000.00	1	\$ 45,000.00	0	
X-2	1	30" Sewer Mainline Repair, 12 feet in length and greater than 10 feet deep	EA	\$ 49,000.00	2	\$ 98,000.00	0	
X-3	1	30" Supplemental Mainline Repair beyond 12 feet and greater than 10 feet deep	LF	\$ 600.00	20	\$ 12,000.00	0	
X-4	1	30" Sewer Rehab by Full CIPP Lining	LF	\$ 310.00	351	\$ 108,810.00	0	
X-5	1	Rehabilitate Existing Manhole the entire depth with Lightweight Spray Applied Structural Concrete	LF	\$ 400.00	20	\$ 8,000.00	0	
X-6	1	Sawcutting, removal, disposal of existing	EA	\$ 11,000.00	1	\$ 11,000.00	0	
X-7	1	Flow-Diversion, Setup and Operation	EA	\$ 20,000.00	1	\$ 20,000.00	0	
TOTAL						\$ 302,810.00		

Contract DBE%	36.0%
Current DBE%	36.0%

Original	\$ 4,042,333.00
Amount of previous Change Orders	\$ -
Amount this Change Order	\$ 302,810.00
Change Orders to date	\$ 302,810.00

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

BASE
365
0
0
0

REVISED CONTRACT AMOUNT **\$ 4,345,143.00** **REVISED CONTRACT DAYS** **365**

% OF ORIGINAL CONTRACT AMOUNT

This Change Order	7.49%
Previous Change Order	0.00%
TOTAL TO DATE	7.49%

Work Order Date **NA**

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:


 BLD Services, LLC
 Contractor Representative

12/22/14
 Date

Recommended By:


 Mark Johnson
 S&WB Project Manager

12-19-14
 Date

Approved By:

Melvin R. Spooner
 Chief of Engineering

Date

**RATIFICATION OF CHANGE ORDER NO. 1 FOR CONTRACT 30003 –
RESTORATION OF EXISTING GRAVITY SEWER MAINS BY EXCAVATION AND
REPLACEMENT FROM MANHOLE TO MANHOLE, CIPP LINING FROM
MANHOLE TO MANHOLE AND POINT REPAIRS AT VARIOUS SITES
THROUGHOUT ORLEANS PARISH**

WHEREAS, the Sewerage and Water Board entered into Contract 30003 with BLD Services, LLC for FEMA funded repairs to the sanitary sewer system in the bid amount of \$4,278,799.00, and

WHEREAS, in the course of these repairs, additional inspections were completed and defects similar in nature to this contract scope were identified, and

WHEREAS, in an effort to achieve the construction goals indicated in the recently modified consent decree, the additional pipe and manhole repair work was added to this contract, for an additional \$753,901.00, which is consistent with the bid prices, and

WHEREAS, this Change Order, in the amount of \$753,901.00, is 17.6% of the original Contract value.

NOW THEREFORE BE IT RESOLVED, the approval of Change Order No. 1 for Contract 30003 be ratified by the Sewerage and Water Board

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 January 21, 2015

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



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: December 27, 2014

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

To: Cedric S. Grant
Executive Director

Re: Contract Number 30003 – Restoration of Existing Gravity Sewer Mains...

Enclosed please find a recommendation from Network Engineering Department, for approval of Change Order No. 1 for the above Contract. This Change Order is in the amount of \$753,901.00 and funds for this Change Order will be eligible for reimbursement through FEMA.

This additional work entails the inclusion of additional quantities for items contained in the proposal. This work was added to the contract in order to complete the work in advance of the consent decree goals.

This change order is 17.6% 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, Ron Spooner, Reid Dennis, Tiffany Carter, Jason Higginbotham,
Hadi Amini, Mark Johnson, Rosita Thomas, Gene Ferraro (MWH)



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

DATE: December 19, 2014

FROM: Reid Dennis, P.E., Network/ Drainage Engineering

TO: Joseph Becker, P.E., General Superintendent

RE: Contract Number 30003-Restoration of existing Gravity Sewer Mains by excavation and replacement from manhole to Manhole, CIPP Lining from manhole to manhole and Point Repairs at various sites throughout Orleans Parish.

CHANGE ORDER: NO.1

Description: Additional item not included in the original Contract (See Attached)

Original contract bid price including unit prices: \$4,278,799.00

Previous approved change order amount(s): \$0.00

This change order increase amount: \$753,901.00

Total change order as percent of original contract amount:
17.62%

Please review and upon approval forward to the proper committees for Board's approval.

The Network Engineering Department has reviewed this proposal and found it to be acceptable.

I concur:

Joseph Becker, P.E.
General Superintendent

Date:

Dec 30, 2014

RD/mdj

cc: M.Ron Spooner, Hadi Amini, Mark Johnson, Jason Higginbotham

SCOPE OF CHANGES No. 1
ESSA
CONTRACT 30003
(Change Order No. 1)

ADDITIONAL ITEMS TO BE ADDED TO CONTRACT 30003

Item #	FCO#	Detailed Description	Units	Unit Price	Quantity	Amount	Days	Comments
X-1	1	Adjust Existing manhole and cover	EA	\$ 500.00	143	\$ 71,500.00	0	
X-2	1	Replace Existing Manhole Frame and Cover	EA	\$ 868.00	56	\$ 48,608.00	0	
X-3	1	Replace Existing Manhole Cover (Cover Only)	EA	\$ 272.00	12	\$ 3,264.00	0	
X-4	1	Partial Depth Manhole Rehabilitation Two (2) Feet in Depth with Lightweight Spray Applied Structural Concrete	EA	\$ 205.00	749	\$ 153,545.00	0	
X-5	1	Rehabilitate Existing Manhole the entire depth with Lightweight Spray Applied Structural Concrete	VF	\$ 105.00	2710	\$ 284,550.00	0	
X-6	1	Sawcutting ,removal,disposal of existing	SY	\$ 94.00	290	\$ 27,260.00	0	
X-7	1	SHC along Robert E Lee	EA	\$ 29.00	670	\$ 19,430.00	0	
X-8	1	Down Time Water Break Robert E. Lee	SY	\$ 1,000.00	96	\$ 96,000.00	0	
X-9	1	Sawcutting,removal and disposal of existing concrete driveways and install new 4" concrete sidewalk	SY	\$ 87.00	60	\$ 5,220.00	0	
X-10	1	Sawcutting,removal and disposal of existing concrete driveways and install new 6" concrete Driveway	SY	\$ 87.00	52	\$ 4,524.00	0	
X-11	1	Flow Diversion	EA	\$ 2,000.00	20	\$ 40,000.00	0	
TOTAL						\$ 753,901.00		

Contract DBE%	36.0%
Current DBE%	36.0%

Original	\$ 4,278,799.00
Amount of previous Change Orders	\$ -
Amount this Change Order	\$ 753,901.00
Change Orders to date	\$ 753,901.00

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

BASE
365
0
0
0

REVISED CONTRACT AMOUNT **\$ 5,032,700.00** **REVISED CONTRACT DAYS** **365**

% OF ORIGINAL CONTRACT AMOUNT

This Change Order	17.62%
Previous Change Order	0.00%
TOTAL TO DATE	17.62%

Work Order Date **NA**

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:



BLD Services, LLC
Contractor Representative

12/22/14
Date

Recommended By:


Mark Johnson
S&WB Project Manager

12-19-14
Date

Approved By:

Melvin R. Spooner
Chief of Engineering

Date

**AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE
GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS
FOR HURRICANE ISAAC**

WHEREAS, the Sewerage and Water Board of New Orleans (Board) is eligible to receive FEMA funding under the Public Assistance and and/or Hazard Mitigation programs for Hurricane Isaac (DR-LA-4080); and

WHEREAS, the Governor's Office of Homeland Security and Emergency Preparedness, on behalf of the State of Louisiana, is receiving funding under the FEMA Public Assistance and/or Hazard Mitigation programs as authorized under the Stafford Act and has the fiduciary responsibility to ensure those funds are spent on eligible Board, facilities and activities and are properly reimbursed to the Board.

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, the Memorandum of Understanding with the Governor's Office of Homeland Security and Emergency Preparedness for Public Assistance and/or Hazard Mitigation programs for Hurricane Isaac (DR-LA-4080).

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 January 21, 2015.

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

Memorandum of Understanding (MOU) Instructions

1. The MOU consists of a 5 page document and 4 Exhibits (A-D), for a total of 13 pages. All documents must be completed and returned to GOHSEP with the appropriate signatures.
2. The MOU and Exhibit A should be filled out electronically. Exhibit C should be completed manually after the MOU is printed.
3. To complete the MOU and Exhibit A, use either the tab key or the arrow keys to move through the pages field by field. All fields in red must be completed prior to submission.
4. Once all required information has been entered into the red fields of the MOU and Exhibit A, print the entire document including all pages of the MOU as well as Exhibits A-D. Exhibit C can now be completed.
5. The last page of the MOU document, Exhibits A and C require the signature of the Chief Elected/Appointed Official or the Chief Executive Officer as well as a date of signature. The MOU also requires the signature of a witness.
6. Once the documents are complete, they must be sent to GOHSEP using the following method:
 - a. Hardcopy submission through email, facsimile or mail:
 - i. Fax the completed MOU and its Exhibits with a cover sheet to (225) 267-2832 attention of Ms. Lynne Browning or;
 - ii. Mail the completed MOU and its Exhibits to:

Ms. Lynne Browning
Disaster Recovery Division
1500 Main Street
Baton Rouge, Louisiana 70802
Lynne.Browning@la.gov

Should you need assistance in completing the MOU, please contact your Disaster Recovery Specialist (DRS) or State Applicant Liaison (SAL).

Memorandum of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING
BY and BETWEEN
GOVERNOR'S OFFICE OF HOMELAND SECURITY AND
EMERGENCY PREPAREDNESS
AND
(Entity name)

This Memorandum of Understanding (Agreement), made and entered into on the (Date) day of (Month) 20(Year) between the Governor's Office of Homeland Security and Emergency Preparedness, hereinafter referred to as the "GOHSEP," and (Name of Subgrantee and Address) hereinafter referred to as the Subgrantee relating to the grants received by the (Entity name) under the FEMA Public Assistance and/or Hazard Mitigation programs.

WHEREAS, GOHSEP, on behalf of the State of Louisiana, is the Grantee receiving funding under the FEMA Public Assistance and/or Hazard Mitigation programs as authorized under the Stafford Act and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee, facilities and activities and are properly reimbursed to the Subgrantee.

WHEREAS, under current information provided, FEMA has determined that the Subgrantee is eligible to receive FEMA funding under the Public Assistance and/or Hazard Mitigation programs.

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

Responsibilities of the Subgrantee

The (Entity name) agrees to obtain a working knowledge of the Stafford Act and all applicable FEMA regulations as provided in 44 CFR and FEMA policy that govern the Public Assistance Program and/or Hazard Mitigation programs and shall adhere to the application of the Stafford Act and those applicable regulations and policies and OMB Circulars A-87, A-102, A-110 and A-133 as a condition for the acceptance of and expenditure of said FEMA funding.

As a further condition for the acceptance of and expenditure of FEMA funding, the (Entity name) hereby agrees to follow all guidelines, regulations and directives as dictated by GOHSEP, to include but not limited to the following:

- Use louisianapa.com and/or louisianahm.com, as applicable, to access forms and submit Reimbursement Request Forms (RRF) and supporting documentation in accordance with the guidelines, regulations and directives dictated by GOHSEP.
- Comply with the National Historic Preservation Act, the National Environmental Policy Act and the 2011 Statewide Programmatic Agreement between the Federal Emergency Management Agency (FEMA), the Louisiana State Historic Preservation Officer (SHPO), the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Federally-Recognized Tribal Nations, and the Advisory Council on Historic Preservation (ACHP).
- Comply with Act 12 of the First Extraordinary Session, 2005, Act 458 of the Regular Session, 2006 and Louisiana Revised Statute 40:1730.28.
- Subgrantee shall assure that all project documents be made available to GOHSEP, FEMA, DHS-OIG or to any other state or federal agency as determined by GOHSEP to include but not limited to: insurance policies, insurance proceeds received as a result of the disaster, and all other documentation substantiating eligible costs.
- All records, reports, documents and other material delivered or transmitted to GOHSEP by the Subgrantee shall remain the property of GOHSEP
- Subgrantee shall obtain and maintain such types and extent of insurance as are reasonably available, adequate, and necessary to protect against future loss to the facility from similar hazards. The flood insurance must, at a minimum, equal the eligible disaster assistance (44 CFR 206.252). Non-flood insurance must, at a minimum, equal the eligible damage incurred to the facility as a result of the major disaster (44 CFR 206.253). In the instances when the Subgrantee is unable to meet the obtain

Memorandum of Understanding (MOU)

and maintain requirements, the Subgrantee may request that the State Insurance Commissioner review the reasonableness of the insurance required. The State Insurance Commissioner may then issue an Insurance Commissioner's Certification (ICC) certifying a lower amount that is reasonably available, thereby lessening the insurance coverage required by the Subgrantee.

- While Subgrantee is responsible for compliance with all federal and state laws, regulations and policies, Subgrantee will pay particular attention to those regulations and policies whose non-compliance may make Subgrantee eligible for corrective action under the GOHSEP Compliance Assurance Program (CAP). Those policies are listed in Exhibit B attached to and made part of this MOU.
- The Subgrantee agrees to monitor LouisianaPA.com and LouisianaHM.com
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individual(s) named herein as the Subgrantee's agent(s) are knowledgeable of the requirements outlined herein.

The (Entity name) hereby acknowledges that failure to adhere to all applicable state and federal law, regulations, policies and directives may result in suspension and/or termination of funding/ reimbursements and/or all or part of the de-obligation of previously received funding.

Responsibilities of GOHSEP

- GOHSEP agrees to maintain LouisianaPA.com and LouisianaHM.com
- GOHSEP shall, through Subgrantee's assigned Disaster Recovery Specialist, review Subgrantee's Request for Reimbursement, assist Subgrantee in correcting any deficiencies, and disburse reimbursement requests to the Subgrantee as timely as possible
- GOHSEP shall communicate to the Subgrantee in a timely manner, any changes in law, regulations, policy or procedure which affect the Subgrantee's grant requirements through LouisianaPA.com and LouisianaHM.com, or appropriate alternate methods of communication.
- GOHSEP shall provide technical assistance, advice on best practices and other education outreach programs to assist the Subgrantee in the formulation and management of its FEMA grants (see Disclaimer paragraph herein below).

Term of Agreement

This MOU shall remain in full force and effect as long as the Subgrantee has outstanding FEMA grants that have not been closed out and/or the Subgrantee receives future FEMA funding. Subgrantee agrees to comply with all amendments to this Memorandum effective immediately upon the posting of amendments to LouisianaPA and/or LouisianaHM, or through alternate appropriate methods of communication. This memorandum may be amended in the future to reflect any changes in Regulations, Policies or Procedures.

Results of De-Obligation

The Subgrantee acknowledges that all final actions by FEMA to de-obligate funding are the financial responsibility of the Subgrantee and said amounts de-obligated shall be remitted to GOHSEP by the Subgrantee immediately upon demand or in accordance with GOHSEP policy.

Limitation of Liability

Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, Subgrantee hereby agrees to hold harmless and reimburse Grantee from any actions or claims brought on behalf of any third parties to whom services or materials are provided or who provides services or materials under any project funded by the FEMA Public Assistance and/or Hazard Mitigation programs.

Disclaimer

In its capacity as the Grantee and state fiduciary of Federal Emergency Management Agency (FEMA), and other federal grant funds, the Governor's Office of Homeland Security and Emergency Preparedness

Memorandum of Understanding (MOU)

(GOHSEP) provides technical assistance and education outreach programs to current and potential Subgrantees (collectively referred to as "Subgrantees") of the FEMA Public Assistance and/or Hazard Mitigation programs.

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice. Education outreach programs include general programmatic grants management guidance for a Subgrantee to use in administering its own grants management program. GOHSEP does not render legal opinions to Subgrantees, but rather provides information intended to assist a Subgrantee prudently manage its own grants management program by employing effective methods, sound practices and, in some cases, recognized "Best Practices" to manage FEMA grants.

Technical assistance and other grants management information provided by GOHSEP and adopted by the Subgrantee, does not serve as GOHSEP's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations and policies as required by the FEMA Public Assistance and/or Hazard Mitigation programs.

The Subgrantee, by its decision to participate in the FEMA Public Assistance and/or Hazard Mitigation programs, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by GOHSEP, FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GOHSEP, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee comply with all applicable state and federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible.

Discrimination Clause

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

The Subgrantee agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Memorandum of Understanding (MOU)

Notices

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

State Coordinating Officer
Governor's Office of Homeland Security and
Emergency Preparedness
1500 Main Street
Baton Rouge, Louisiana 70802

(Entity name)
(Mailing address or municipal address)
(City, State, Zip Code)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first written above.

WITNESSES:

GOHSEP Witness

Kevin Davis, Director

(Subgrantee Witness)

(Chief Elected/Appointed Official or the Chief Executive Officer)
(Title)

Memorandum of Understanding (MOU)

EXHIBIT A

Designation of Subgrantee's Agent(s)

Provide the information below for up to 4 individuals that will be designated as agents.

Agent's Name: (Agent's Name)

Position: (Position)

Agent's Name: (Agent's Name)

Position: (Position)

Agent's Name: (Agent's Name)

Position: (Position)

Agent's Name: (Agent's Name)

Position: (Position)

I, (Chief Elected/Appointed Official or the Chief Executive Officer), as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for Public Assistance on behalf of the Subgrantee for the purpose of obtaining certain State and Federal financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended). The above named agent(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of Louisiana on all matters pertaining to the management of grants and disaster assistance received from FEMA as required by this MOU.

Signature of Chief Elected or Appointed Official

DATE

EXHIBIT B: POLICIES ELIGIBLE FOR CORRECTIVE ACTION

The policies below are examples of the policies eligible for corrective action by GOHSEP. They are NOT inclusive of all actions which may be subject to corrective action.

Policy	Summary of Policy
Advances	Expenses related to PWs must be within the scope of the PW and must fully satisfy the advance paid within 90 days of the advance transaction (GOHSEP policy)
Express Pay	RRFs must exceed \$2500 per submission; Subgrantee has 60 days from submission to submit all supporting documentation (GOHSEP policy)
Compliance	Subgrantees who receive grant funds >\$500,000 are required to comply with OMB Circular A-133 and proactively work with GOHSEP to correct any deficiencies.
Document Retention	Subgrantee must maintain original documentation throughout the life of the PW and retain the documentation for a minimum period of three years after closeout (44 CFR 13.42)
Unused Funds	Subgrantee is responsible for identifying, in a timely manner, all funds not used after the completion of a project and upon identification to immediately return those funds to GOHSEP (44 CFR 206.205 and GOHSEP policy)
Return of De-Obligated Funds and Interest	Subgrantee is required to return all de-obligated funds to GOHSEP within 60 calendar days of notice as well as remit any interest accrued on grant funds (44 CFR 13.21(h) and GOHSEP policy)
Fraud, Waste or Abuse	Initial findings by GOHSEP indicating fraud, waste or abuse may have immediate impact on funding and be reported.
Quarterly Reporting	All completed and accurate quarterly reports are due within 15 days after the end of the quarter (44 CFR 206.204 (f) and GOHSEP policy)
Procurement	All procurement must be in compliance with state and federal law and regulations to include taking affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible (44 CFR 13.36)
Project Timelines	All projects are required to be completed within the milestones stated in the regulations. It is the responsibility of the Subgrantee to file a timely request for extension if so required (44 CFR 206.204 (c) and GOHSEP policy)
Special Provisions	Subgrantees are required to comply with NEPA and NHPA.
Insurance	Subgrantees shall comply with the obtain and maintain insurance requirements or obtain a waiver from the Louisiana Insurance Commissioner (44 CFR 206.250-206.253)
Debarred and Suspended Contractors	Subgrantees shall not make any awards to debarred, suspended or otherwise ineligible contractors (44 CFR 13.36 (b) (8) and www.epls.gov)

Exhibit C

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	Employer identification number
or	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here
 Signature of U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Exhibit C

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Exhibit C

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

Exhibit C

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁵
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Exhibit D

OMB Approval No. 0348-0042

ASSURANCES — CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Exhibit D

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) regarding labor standards for federally assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.



SEWERAGE AND WATER BOARD

Inter-Office Memorandum

Date: December 18, 2014

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

From: Madeline Fong Goddard, Deputy General Superintendent

Re: Award of Contract to Provide Construction Management Services for Capital Projects

Attached you will find the proposed resolution which, if adopted by the Board, would authorize the execution of an agreement with Meyer Engineers, Ltd. (Meyers) to provide construction management services in support of the Engineering – Construction, Administration and Inspection staff.

Meyers was selected from a short list of qualified engineering and consulting firms approved by the Board on October 15, 2014 to provide design and engineering services for the replacement and rehabilitation of Sewerage & Water Board of New Orleans facilities. The firm was selected, based upon their extensive knowledge and experience in construction management of replacement and rehabilitation projects in areas of civil, environmental, structural, electrical controls and mechanical.

The scope of services shall include providing construction management services to supplement staff for capital projects as requested by staff for a level of effort and at an agreed upon fixed hourly rates, develop uniform reporting procedures, perform quality assurance and implement construction management document system for field personnel and inspectors.

Meyers plans to meet the DBE participation goal of 35% with Infinity Engineers.

Funds are available in the approved water, sewer and drainage capital programs. This matter should be placed on the agenda of the upcoming Finance Committee as an action item.

AWARD OF CONTRACT TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR CAPITAL PROJECTS

WHEREAS, at the October 15, 2014 Board Meeting, the Board approved a list of engineering and consulting firms for the replacement and rehabilitation of Sewerage & Water Board of New Orleans facilities and directed staff to enter into negotiations for project(s) with the most qualified candidate based upon the firm's ability to perform the work for the project's size and complexity; and

WHEREAS, the staff has reviewed the list and recommended Meyer Engineers, Ltd. based upon their extensive knowledge and experience in construction management of replacement and rehabilitation projects in areas of civil, environmental, structural, electrical controls and mechanical to provide construction management services on capital project with qualified personnel, approved by the Board; and

WHEREAS, Meyer Engineers, Ltd. shall provide construction management services to supplement staff for capital projects as requested by staff for a level of effort and at an agreed upon fixed hourly rates, develop uniform reporting procedures, perform quality assurance and implement construction management document system for field personnel and inspectors; and

WHEREAS, Meyer Engineers, Ltd. intends to meet the established DBE participation goal of 35% with Infinity Engineers.

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 on behalf of the Sewerage and Water Board of New Orleans with Meyer Engineers, Ltd. to provide construction management services for capital projects.

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 January 21, 2015.

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



SEWERAGE AND WATER BOARD

Inter-Office Memorandum

Date: December 22, 2014

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

From: Madeline Fong Goddard, Deputy General Superintendent

Re: Award of Contract to Provide Design and Engineering Services for the Carrollton Water Treatment Plant Sludge Line to the River

Attached you will find the proposed resolution which, if adopted by the Board, would authorize the execution of an agreement with CDM Smith (CDM) to provide design and engineering services for the Carrollton Water Treatment Plant (CWTP) Sludge Line to the River.

CDM was selected from a short list of qualified engineering and consulting firms approved by the Board on October 15, 2014 to provide design and engineering services for the replacement and rehabilitation of Sewerage & Water Board of New Orleans facilities. The firm was selected based upon their previous experience and knowledge in designing a sludge line from the settling basins at the CWTP to the river in accordance with staff recommendations several years ago. The original alignment is now in conflict with new utilities and plans for rehabilitation of a future intake structure and needs to be relocated.

The scope of services for the captioned project shall include the following basin design, engineering and supplemental services:

• Preliminary and final design	\$259,979
• Bidding phase	\$ 15,037
• Construction management	\$ 79,276
• Record drawing	\$ 14,468
• Hydraulic modeling	\$ 30,175
• Permitting	\$ 67,753
• Geotechnical engineering services	\$ 88,886
(levee crossing and horizontal directional drilling)	

Staff would like to enter into an agreement with CDM for the design and engineering services for the CWTP sludge line to the river for an amount not to exceed of \$555,564. CDM intends to meet or exceed the established DBE participation goal of 35% with MSMM Engineering, LLC.

Funds are available in the approved water capital program. This matter should be placed on the agenda of the upcoming Finance Committee as an action item.

AWARD OF CONTRACT TO PROVIDE DESIGN AND ENGINEERING SERVICES FOR THE CARROLLTON WATER TREATMENT PLANT SLUDGE LINE TO THE RIVER

WHEREAS, at the October 15, 2014 Board Meeting, the Board approved a list of engineering and consulting firms for the replacement and rehabilitation of Sewerage & Water Board of New Orleans facilities and directed staff to enter into negotiations for project(s) with the most qualified candidate based upon the firm's ability to perform the work for the project's size and complexity; and

WHEREAS, the staff has reviewed the list and recommended CDM Smith (CDM) based upon their previous experience and knowledge in providing preliminary design on a sludge line at the Carrollton Water Treatment Plant (CWTP); and

WHEREAS, staff has requested CDM to provide basic design, engineering and supplemental services (hydraulic modeling, permitting, geotechnical services) for a sludge line conveying settled sludge from the CWTP to the river at an level of effort for an amount not to exceed of \$555,564; and

WHEREAS, CDM intends to meet or exceed the established DBE participation goal of 35% with MSMM Engineering, LLC.

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 on behalf of the Sewerage and Water Board of New Orleans with CDM to provide design and engineering services for the CWP Sludge Line to the River.

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 January 21, 2015.

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



SEWERAGE AND WATER BOARD

Inter-Office Memorandum

Date: December 22, 2014

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

From: Madeline Fong Goddard, Deputy General Superintendent

Re: Award of Contract to Provide Arc Flash Assessment and Analysis for the Carrollton Water Treatment Plant

Attached you will find the proposed resolution which, if adopted by the Board, would authorize the execution of an agreement with URS Corporation (URS) to provide assessment of the electrical facilities and performance of an arc flash analysis for the Carrollton Water Treatment Plant (CWTP).

URS was selected from a short list of qualified engineering and consulting firms approved by the Board on October 15, 2014 to provide design and engineering services for the replacement and rehabilitation of Sewerage & Water Board of New Orleans facilities. The firm was selected based upon their experience and knowledge in providing the arc flash assessment and analysis.

Arc flash analysis is to assess compliance with national codes and standards for the reduction of risk of electrical hazards to life and property. The output of an arc flash study identifies required labeling and instructions for degree of specialized Personnel Protective Equipment (PPE) required near or in proximity to electrically energized equipment.

The scope of services for shall include but not limited to performing and electrical distribution system condition assessment survey and inventory of approximately 75 units of electrical equipment or approximately 720 circuit breakers of fusing circuits at the CWTP, modeling and performing electric power systems analysis, performing protective device coordination study and arc flash mitigation, and installing arc flash hazard warning labels.:

Staff would like to enter into an agreement with URS for the assessment of electrical facilities and arc flash analysis for the CWTP for an amount not to exceed of \$259,884. URS intends to meet or exceed the established DBE participation goal of 35% with Infinity Engineering.

Funds are available in the approved water capital program. This matter should be placed on the agenda of the upcoming Finance Committee as an action item.

AWARD OF CONTRACT TO PROVIDE ARC FLASH ASSESSMENT AND ANALYSIS FOR THE CARROLLTON WATER TREATMENT PLANT

WHEREAS, at the October 15, 2014 Board Meeting, the Board approved a list of engineering and consulting firms for the replacement and rehabilitation of Sewerage & Water Board of New Orleans facilities and directed staff to enter into negotiations for project(s) with the most qualified candidate based upon the firm's ability to perform the work for the project's size and complexity; and

WHEREAS, the staff has reviewed the list and recommended URS Corporation (URS) based upon their experience and knowledge in assessing electrical facilities and performing arc flash analyses.

WHEREAS, staff has requested URS to assess the electrical facilities at the Carrollton Water Treatment Plant, create electrical equipment inventory, perform arc-flash analyses, recommend compliance action, and provide arc flash training workshop for a level of effort and an amount not to exceed of \$259,884; and

WHEREAS, URS intends to meet or exceed the established DBE participation goal of 35% with Infinity Engineering.

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 on behalf of the Sewerage and Water Board of New Orleans with URS to provide arc flash assessment and analysis for the CWTP.

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 January 21, 2015.

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



SEWERAGE AND WATER BOARD OF NEW ORLEANS

Inter-Office Memorandum

Date: December 29, 2014
From: Anthony J. Stewart, Attorney IV
To: Cedric S. Grant, Executive Director
Re: Appointment of Outside Counsel for Dispute with Contractor

This is to request to place the above referenced matter on the agendas of both the Finance Committee meeting and the Regular Meeting of the Board for the January cycle of meetings for the reasons as follow:

The Board is currently involved in a contractual dispute on a public works contract. The dispute involves differing interpretations of contractual provisions and/or obligations of the parties. The dispute also involves the refusal of the prime contractor to follow instructions of the Board's Construction Manager. There may be a need to institute legal proceedings against the contractor.

The Board solicited proposals from the Board's list of approved attorneys as per a prior Request for Qualifications in the area of construction litigation. Six proposals were received, and the law firm of Stone Pigman Wittmann L.L.C. has been recommended to provide the needed legal services.

Should you desire any further information, please advise.

ATTORNEY IV

AJS/plg

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**APPOINTMENT OF THE LAW FIRM OF STONE PIGMAN WALTHER WITTMANN,
L.L.C. TO HANDLE DISPUTE WITH CONTRACTOR ON A PUBLIC WORKS CONTRACT**

WHEREAS, the Board is currently involved in a contractual dispute on a public contract; and

WHEREAS, the dispute involves differing interpretations of contractual provisions and/or obligations of the parties; and

WHEREAS, the dispute also involves the refusal of the prime contractor to follow instructions of the Board's Construction Manager; and

WHEREAS, there may be a need to institute legal proceedings against the contractor; and

WHEREAS, the Board solicited proposals from the Board's list of approved attorneys as per a prior Request for Qualifications in the area of construction litigation; and

WHEREAS, six proposals were received, and the law firm of Stone Pigman Walther Wittmann L.L.C. has been recommended to provide the needed legal services at the Attorney General approved rate of \$225.00 per hour.

NOW THEREFORE, BE IT RESOLVED by the Sewerage and Water Board of New Orleans that the law firm of Stone Pigman Walther Wittmann, L.L.C. be retained to provide legal services for the Sewerage and Water Board of New Orleans at the Attorney General approved rate of \$225.00 per hour.

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 January 21, 2015.

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



SEWERAGE AND WATER BOARD OF NEW ORLEANS

January 6, 2015

Finance Committee
Sewerage and Water Board of New Orleans
New Orleans, Louisiana

Dear Directors:

Subject: Questions Raised by Board Member Alan Arnold

Attached are questions raised by Mr. Alan Arnold for consideration by the Finance Committee. Included are also management responses to these questions. Staff will be prepared to discuss these questions at the January 2015 committee meeting.

Cedric S. Grant
Executive Director

Presented for your careful consideration by Board Member Alan Arnold

(Management responses shown in bold below. October 2014)

Would it not be helpful if the Board was furnished comparative statistics such as rate of return and debt to equity and other metrics from systems that are similar to ours?

Comparative financial statistics are particularly helpful when establishing water and sewer rates to achieve particular financial objectives. The key financial metrics used between the occasions for establishing water and sewer rates are the debt service coverage ratio and the days of unrestricted cash on hand.

The drainage department would have to be treated separately since at present it is supported only by property taxes. Water and sewer can be treated as a single unit since there are many publicly owned systems that are supported only by fee for service.

**ANALYSIS OF REVENUE AND BUDGET ESTIMATES OF
REVENUE**

Revenue is going up due to the increase in rates. However the projected increase in the number of customers appears to be high based on available estimates from reliable sources like the Community Data Center of New Orleans. It uses mail addresses and Entergy connections to determine growth patterns. Observers also point out that there is very little in the way of new single housing being created. Most of the action is in renovation. In that case a unit may have already been counted, than goes offline during renovation and then comes back on when finished.

The description and numbers of units is not in the annual report. A five year history and projection is included in the Official Statement for the bond sale which projects a 2% annual increase in both single family and multi family units for the next five years. This projection is critically important to the budget process for estimating future revenues. It also projects commercial units to increase by 2%.per yr and industrial is flat. From 2008 to 2013 multi family increased at 1.5% per yr. Commercial units increased 1% per year.

In 2014 YTD we are below budget for revenue. A thorough analysis of the revenue budget process is requested. Outside data sources and organizations will be needed in the process.

This report also is flawed in that it gives a false picture of the market that the S&WB serves. The 2010 census states that approximately 47% of the population estimated at 379,000 in 2013 live in owner occupied housing, therefore 53% are renters.

Management respectfully disagrees that the report is flawed.

The table shows, as a defined term ,106,039 Single Family residents as customers. It lists 4,508 as Multifamily Residential customers. It lists the sales per customer in the single family unit as 51,000 gallons per year. That is an average of 4,250 gal per customer per mth. That is less that the average of 5,300 per mth published in the Official Statement which projects affordably and ranking among regional peers. The cost of that average amount is \$63.52 per month. I live in a 3600 sq. ft. home uptown. My youngest son lives with us while renovating his first time home purchase, an old shotgun double in the Carrollton area. My S&WB bill from Jan-Aug averaged \$80 for the three of us. We do have grass and plants to water. Therefore it is reasonable to assume that an average of 3 persons live in each unit. That suggests that 318,117 people live in the category Single Family Residents. The average multifamily consumption is 147,000 gal. That is 2.9 times greater than the average per address for the single family customer which suggests 8.7 persons live in the 4,508 multi family addresses or 39,219 persons. When that is added to the single family residents the total is 357,336, which is about 20,000 less that the population. The conclusion is that of the 318,117 living in single family units at least 190,800 are living in rental units which equates to 60% of the reported total.

If every rental unit is separately metered, it will also have a separate address for mail and should be separately billed for both S&WB and sanitation. Obviously there are some rental units in a double or other with only one meter for S&WB. That means that the owner is being billed for S&WB and sanitation but in all likelihood the renter has a mailing address and is separately metered for power and directly billed by Entergy. For example does the owner of a shotgun double get 2 sanitation charges if one side is rented and not metered for water?

Rules for billing of sanitation charges are established by the City of New Orleans, which provides information to Sewerage and Water Board on the number of units to be billed.

Since the S&WB is responsible for billing for sanitation how is the situation of two sets of cans handled?

Sewerage and Water Board is responsible for billing the number of sanitation units identified by the City of New Orleans, but is not responsible for determining how many sanitation units are assigned to each dwelling.

SEWERAGE AND WATER BOARD OF NEW ORLEANS

CHANGE ORDER ANALYSIS SUMMARY FOR FISCAL YEAR 2014

As of January 5 , 2015

	<u>Total Active Contracts (\$)</u>	<u>Total Change Orders (\$)</u>	<u>Percentage Contract</u>
WATER			
Construction	\$ 304,697,337	\$ 4,145,728	1.4%
Design	\$ 57,264,137	\$ 19,762,518	34.5%
Total Water	\$ 361,961,475	\$ 23,908,246	6.6%
SEWERAGE			
Construction	\$ 165,081,366	\$ 3,792,220	2.3%
Design	\$ 14,956,111	\$ 8,203,899	54.9%
Total Sewerage	\$ 180,037,477	\$ 11,996,119	6.7%
DRAINAGE			
Construction	\$ 54,871,451	\$ 2,744,360	5.0%
Design	\$ 31,396,508	\$ 2,074,469	6.6%
Total Drainage	\$ 86,267,959	\$ 4,818,829	5.6%
Total Program	\$ 628,266,910	\$ 40,723,194	6.5%