

REQUEST FOR PROPOSAL

Program Management for the Lead Line Replacement Program

Solicitation # 2024-SWB-105



Proposal Due Date: December 10, 2024

Proposal Due Time: 11:00 AM CST

Sewerage and Water Board of New Orleans
Request for Proposal
Professional Services for the Program Management for the Lead Line Replacement Program

The Sewerage & Water Board of New Orleans is seeking Proposals from qualified firms to submit proposals for the Program Management for Lead Line Replacements. The Board’s objective is to select and retain a firm to provide all services necessary including the planning, program management, inventory, mitigation, and construction-related services for the Lead Line Replacement Program using funding provided by the State of Louisiana’s Drinking Water State Revolving Fund. The initial contract is based on a two (2) year term with up to eight (8) renewals of one (1) year periods each for a total of ten (10) years.

RFP will be available **November 8, 2024** for download at the following websites:

SWBNO: https://www2.swbno.org/business_bidspecifications.asp

LAPAC: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=181>

A **mandatory** pre-proposal conference for this RFP will be held on **November 15, 2024**, at **11:00 am CST** at the SWBNO Administration Building, 625 St. Joseph St. – Executive Boardroom, New Orleans, LA 70165 or if you are unable to attend this in-person meeting, you can also join via teleconference call:

Microsoft Teams [Need help?](#)

Join the meeting now

Meeting ID: 257 961 974 683

Passcode: 5n8MVR

Dial in by phone

[+1 504-224-8698](tel:+15042248698), [508937245#](tel:+1508937245) United States, New Orleans

[Find a local number](#)

Phone conference ID: 508 937 245#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

At this meeting, staff will discuss the scope of work, proposal requirements and respond to questions from the attendees.

Inquiries and/or Requests for Clarification are due to **Prentice Mackyeon**, on **November 20, 2024**, **no later than 5:00 pm CST** via in writing or email to pmackyeon@swbno.org. All responses will be posted on or before **November 26, 2024**, **no later than 5:00 pm CST**.

Proposals will be received by the Sewerage and Water Board of New Orleans Procurement Department by **December 10, 2024 at 11:00 am** local time. For submission instructions, see proposal documents.

LATE PROPOSALS WILL NOT BE ACCEPTED.

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PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The Board is being proactive in replacing lead service lines in the distribution system in their entirety such that no portion of the line containing lead remains at a property. This includes galvanized lines requiring replacement as defined by the U.S. Environmental Protection Agency (EPA). To that end, the Board has begun preparation of its service line inventory and Lead Service Line (LSL) Replacement Plan as described in the EPA's final Lead and Copper Rule Revisions (LCRR) and the Final Lead and Copper Rule Improvements (LCRI). The Board has applied for and has been awarded initial funding from the State of Louisiana through the Drinking Water State Revolving Fund (DWSRF) for the planning, replacement, and restoration of lead service lines. The Program Manager will provide planning, program management and construction-related services for the Board's Lead Line Replacement Program

1.2 Proposal Preparation

Proposals submitted for consideration should follow the format and order of presentation provided in Part IV - Proposal Submission Requirements.

1.3 Point of Contact/ Inquiries/ Requests for Information:

All correspondence and other communications regarding this RFP shall be directed to **Prentice Mackyeon, Purchasing Agent**, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165, 504-585-2368, pmackyeon@swbno.org.

Inquiries and/or Requests for Information are due to the Board's Procurement Department via email to pmackyeon@swbno.org no later than timeline stated in the **Anticipated Proposal Timetable**. Any request received after that time may not be reviewed for inclusion in this RFP. The request shall contain the requester's name, address, and telephone number.

The Procurement Department will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP, posted on Board's website, and issued prior to the RFP's Delivery Deadline. The Respondents shall not rely on any representation, statement or explanation other than those made in this RFP or in any addenda issued. Where there appears to be a conflict between this RFP and any addendum issued, the last addendum issued will prevail.

1.4 Questions and Answers

Inquiries and/or Requests for Clarification are due to **Prentice Mackyeon, on November 20, 2024, no later than 5:00 pm CST** via in writing or email to pmackyeon@swbno.org. All responses will be posted on or before **November 26, 2024, no later than 5:00 pm CST**. Do not contact other SWBNO program personnel with questions regarding this RFP.

The Procurement Department will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP, posted on SWBNO's website, and issued prior to the RFP's Delivery Deadline. The Proposers shall not rely on any representation, statement, or explanation other than those made in this RFP or in any addenda issued. Where there appears to be a conflict between this RFP and any addendum issued, the last addendum issued will prevail.

1.5 Submission of Proposals

Proposers who are interested in providing services requested under this RFP can submit a proposal via email.

Submitting a response:

Electronic Submission:

(1) Digitally signed technical proposal and (1) digitally signed cost proposal in searchable PDF format to bids@swbno.org

Subject Line: **2024-SWB-105 – Program Management for the Lead Line Replacement Program**

– [Proposer Name]”. If the file size of the email submission exceeds server requirements, the email submission may be broken into smaller emails with “Part 1 of #” included at the end of each original Subject Line (e.g. RFP# marked “**2024-SWB-105 – Program Management for the Lead Line Replacement Program – [Proposer Name] – Part 1 of 3)**”.

Email: If the Proposer intends to submit the response by email, the date and time of the email received by the Procurement Dept. constitutes the time stamp of receipt. The date and time of the email sent by Vendor does NOT constitute a proof of receipt. The Procurement Dept. encourages Vendors to confirm that the response was received timely.

Board assumes no liability for assuring accurate/complete e-mail transmission and receipt. The responsibility solely lies with each Proposer to ensure their proposal is received at the specified email address prior to the deadline for submission. Proposals received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) will not be considered.

Fax submission will not be acceptable. Proposers e-mailing their proposals should allow sufficient time to ensure receipt of their proposal by the time specified.

Proposers must complete all required attachments and submit along with proposal submission. Failure to complete and submit the required documents and attachments may result in your proposal being deemed non-responsive.

Proposals should clearly demonstrate the Proposer’s qualifications to perform the needed services and attend all factors applicable in a professional relationship.

All proposals must be received by Board on or before the Delivery Deadline. Proposals delivered after the said deadline will not be accepted.

1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and received by SWBNO prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any proposer choosing to withdraw its proposal must submit a written withdrawal request to SWBNO prior to the proposal due date and time.

The Board reserves the right to reject any and all responses to the RFP (with reasonable explanation) and/or to waive any informalities in evaluating the RFP responses if it deems this to be in the best interest of the Board, its customers, and the general public. The Board reserves the right to qualify Proposers as it deems in its best interest.

1.7 Prohibition of Communication

From the time of advertising, and until the final award, there is a prohibition on communication by Respondents (or anyone on their behalf) with Board's staff, Selection Committee members and elected officials. This does not apply to oral presentations before selection committees, contract negotiations, or communications at any time with any Board employee or elected official regarding matters not concerning this RFP. Breaking the established prohibition on communication may result in a disqualification of the proposal.

1.8 Ownership

All Responses, including any submitted documents, to this RFP or any resulting solicitation are the property of the Board for all purposes. Respondents must clearly mark individual documents or information that the applicant claims are exempt from public record disclosure and specifically justify the exemption. The Board does not guarantee the confidentiality of submissions.

1.9 Effect

This RFP and any related discussions, evaluations, qualifications, or resulting solicitations by the Board or any person on its behalf create no rights or obligations whatsoever except as provided in this RFP. The Board may cancel or modify this RFP or any resulting solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, any professional services agreement executed by the Board will be issued the exclusive statement of rights and obligations extending from this solicitation.

1.10 Errors or Omissions

The Board will not be liable for any error in any proposal. Respondent will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The Board reserves the right to make corrections or clarifications due to patent errors identified in proposals by the Board or the Respondent. The Board, at its option, has the right to require clarification or additional information from the Respondent.

1.11 Cost of Preparation

The Board is not liable for any costs incurred by prospective Respondents or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to the RFP are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by the Board.

1.12 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in SWBNO's RFP process; however, SWBNO reserves the right to deviate from this schedule.

Table 1. Anticipated RFP Schedule Summary

Event	Date	Local Time
RFP Release	November 8, 2024	
Mandatory Pre-Proposal Meeting	November 15, 2024	11:00 am
Deadline written questions	November 20, 2024	5:00pm
Responses to questions/clarification	November 26, 2024	
Proposal due date and time	December 10, 2024	11:00am
Evaluation Committee meeting	TBD	

1.13 Bid Protest Procedures

Any formal protest against the recommendation of award which is to be made by an aggrieved Proposer must be submitted in writing to the Procurement Director, Cashanna K Moses at cmoses@swbno.org according to Sewerage and Water Board of New Orleans Policy 83(R): Procedural Rules for Bid Appeals.

1.14 Public Records Request

To request a public record for the proposal documents, please submit to the following website:
<https://swbno.nextrequest.com/>

1.15 State Revolving Fund Provisions

Notwithstanding any provision of the contract to the contrary during the performance of the contract, qualified respondents shall be required to comply with the terms and conditions for grants and loans from the State Revolving Fund , including for planning, reporting and reimbursements. For information, see <https://ldh.la.gov/page/engineering-guidance>.

PART II. GENERAL INFORMATION

Sewerage and Water Board of New Orleans Request for Proposals Program Management for the Lead Line Replacement Program

2.1 Overview of the SWBNO

The SWBNO operates and maintains infrastructure through Orleans Parish to provide safe drinking water to support fire protection and the public health of all residents, improve sewerage collection services to support public safety and sanitation, and more effectively collect and convey stormwater out of the City of New Orleans to reduce the risk from flood events. The SWBNO remains diligent in improving public safety for the citizens of New Orleans continuously at a reasonable cost to the community.

2.2 Scope of Work

See Attachment E for the scope of work and attachment F for definitions

2.3 Contract Terms and Compensation

The initial contract period is two (2) years with options for up to eight (8) one (1) year renewals, for a total of 10 years and is scheduled with initiation of the contract period following approval by the SWBNO Board of Directors (Board) and issuance of Notice to Proceed and Purchase Order.

Prices quoted in the proposal response shall include all shipping and delivery costs.

2.4 Payment

The Board shall pay Proposer in accordance with the contracted prices. The Proposer will invoice the agency at the billing address designated by the agency. Payments will be made by the Agency within approximately forty-five (45) calendar days after receipt of a properly executed invoice, and approval by the Department or designee. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

2.5 Information

All reports, surveys, tables, charts, diagrams, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Proposer in connection with the performance of its obligations under the contract, shall be the sole and exclusive property of the SWBNO. Proposer shall retain in its files, sufficiently detailed working papers relevant to its engagement with the SWBNO. Proposer further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of the SWBNO.

2.6 Non-Collusion Statement

The Contractor confirms that this Agreement is entered into with the Board without any connection with any person or persons making a proposal for the same services, and that it is in all respects fair and without collusion or fraud; also that no member of the Board or public official of the City, who are by law are excluded from participation herein, is directly or indirectly interested herein or in furnishing the services to which it relates or in any portion of the profits thereof.

2.7 Non-Solicitation Statement

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

2.8 Convicted Felon Statement

The Contractor confirms that no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

2.9 Insurance Requirements

Contractor shall maintain at his own expense and in good standing, such insurance as will protect the Board, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Contractor himself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If this transaction requires the Contractor or subcontractor's employees to enter the Board's facilities or job sites, a senior employee of the Contractor and/or any subcontractor will review the Board's Safety Orientation Notice (Notice) and will explain this Notice to every employee who will enter Board facilities. This Notice is included as a part of the specifications for this contract.

Contractor and its insurers shall agree to waive all rights of subrogation, except on their Professional Liability Policy, against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Contractor for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Risk Manager of the Board. In general, insurance is to be placed with insurers with a Best's rating of at least A- V, although this requirement may be reviewed and modified by the Risk Manager of the Board in the best interest of the Board. The Risk Manager may also consider performing such review upon written request from Contractor. Contractor shall furnish the Board with certificates of insurance affecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates of insurance are to be received and approved by the Risk Manager of the Board before work commences. In the event of a claim, Contractor shall make applicable insurance policies available for review by the Board. Contractor shall retain its rights to restrict disclosure of Contractor's proprietary information.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by Contractor during the entire term of the Contract:

a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

INSURANCE, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to master's and members of the crews of vessels with statutory limits in accordance with the Jones Act.

b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising from any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 combined with each accident for all injuries, property damage, and/or death resulting from one occurrence.

d) **ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE**, whichever is applicable to the particular profession or service to be provided, with limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, **without** any restrictive "negligent act, negligent error, or negligent omission" clause, and sufficient to protect the Contractor, the Board, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

In addition, Contractor shall be required to furnish to the Risk Manager of the Board all copies of investigative reports with regard to any and all claims filed with the Contractor and his insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Board for Contractor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve Contractor of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Board. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board. Contractor and/or his insurer shall notify the Risk Manager of the Board at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. Contractor shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event Contractor fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Board will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of Contractor and any expenditure incurred by the Board of this coverage will be deducted from any balance due to Contractor.

2.10 Right to Audit

The Board shall have the right to audit by its personnel or its authorized representative at all reasonable times any and all records pertaining to the administration of this contract by the contractor, including its records of any subcontractor(s) employed on the contract. Such records shall be made and kept by the contractor in accordance

with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, correspondence and subcontract files (hard copies as well as computer readable data, if it can be made available). Records subject to audit shall also include but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with this contract. The Board also reserves the right to interview employees, make photocopies, and inspect any and all records at a reasonable time for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board. Contractors shall be required to retain such files of the project as described herein for a minimum of three (3) years after completion of the project or formal acceptance of the contract by the Board.

2.11 Confidential Information

Information contained in the Vendor's proposal that it deems proprietary or trade secret must be clearly identified in the proposal as described below in the Louisiana Revised Statute 44:3.2.D.(1). The Board will be free to use all information in the Vendor's proposal for the Board's purposes. Vendor proposals shall remain confidential until the Board's Proposal Selection Committee makes its recommendation to SWBNO Board of Directors. The Vendor understands that any material supplied to the Board may be subject to public disclosure pursuant to the Louisiana Public Records Law (LA R.S. 44:1, et seq.).

Louisiana Revised Statute 44:3.2 D.(1) All records containing proprietary or trade secret information submitted by a developer, owner, or manufacturer to a public body pursuant to Subsection A, B, or C of this Section shall contain a cover sheet that provides in bold type "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION". The developer, owner, or manufacturer shall clearly mark each instance of information which is, in his opinion, proprietary or trade secret information.

2.12 Confidentiality Statement

Any information, including materials, drawings, designs, documentation, and other property or data, disclosed to the proposal responder shall not be used, reproduced, appropriated, or otherwise disseminated to anyone other than SWBNO.

2.13 Subcontractor

If the proposer intends to subcontract portions of the work or to satisfy any of the Proposer Requirements and/or Scope of Work through the use of a subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor requirements to be met by respective subcontractor(s). The information requested of the proposer under the terms of this RFP shall also be supplied for each subcontractor and shall be included in the proposal. The proposer will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of SWBNO. Failure to request consent shall be grounds for default under this contract. The Proposer further agrees that assigning or subcontracting any portion or feature of the work shall not relieve the Proposer from its full obligations under this contract.

2.14 Living Wage

The Contractor agrees to abide by City Code sections 70-801, et seq., which requires payment of a wage to covered employees equal to the amounts defined in the Code ("**Living Wage**"). If the Contractor fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the Sewerage and Water Board.

Under the city's new [Living Wage Ordinance](#), covered employees are required to receive a living wage and receive compensated leave. To comply with the ordinance, Covered Employers are required to:

1. Pay living wage of \$15.56 an hour to its covered employees
2. Permit covered employees to take at least seven days per year of compensated leave
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which covered employees are working that is within the employer's custody and control.

[Living Wage Ordinance Rules and Regulations](#)

In accordance with the Living Wage Ordinance, the current living wage per the Consumer Price Index data is \$15.56 per hour.

2.15 Economically Disadvantaged Business Program

To ensure the full participation of DBE's in all phases of SWBNO's procurement activities, all Proposers at time of proposal submission shall complete and submit an Economically Disadvantaged Business Participation Summary Sheet and Acknowledgment Form. If both forms are not submitted, it shall be determined that the proposer is non-responsive and the proposal will not be evaluated by the Selection Committee.

A DBE goal of **thirty-five percent (35%)** has been established for this RFP. The Proposer shall agree to use its best efforts to assure that all Proposers comply with the factors set forth in the DBE Program, to meet the goal for DBE participation in the performance of this solicitation.

Contractor agrees to use its best efforts to carry out this policy by utilizing the current listings of approved DBE vendors available at the Board's website at <https://www.swbno.org/Business/DisadvantagedBusinesses>

PART III. PROPOSAL EVALUATION AND SELECTION

3.1 Selection Committee

Pursuant to Policy Memorandum No. 95, SWBNO must establish a Selection Committee with relevant subject-matter expertise in reviewing and evaluating proposals to the RFP. Each proposal to the RFP must be evaluated by a committee of five individuals consisting of:

- General Superintendent, or designee
- Deputy Director, or designee
- Department Head requestor, or designee
- Employee who will manage and monitor the contract
- An Expert (Employee or Non-Employee) in the field as determined by the Executive Director

The Selection Committee will first evaluate the proposals on the basis of qualitative criteria rather than quantitative price. The members on the Selection Committee will complete the numerical grading and provide a written explanation stating the reasons for the rating for each criterion.

3.2 Technical Evaluation

SWBNO will select a Proposer generally according to the procedures described in Policy Memorandum No: 95. The Selection Committee will first evaluate and score responsive RFP Responses on the criteria listed below and provide an assessment of that score.

Consensus Scoring:

The Selection Committee will review each qualified technical proposal then score by consensus. The members on the Selection Committee will complete the numerical grading (0-5) with the criteria weighted as shown below and provide a written explanation stating the reasons for the rating for each criterion.

The Selection Committee shall first evaluate the proposals on the basis of criteria other than price. The members on the Selection Committee shall utilize consensus scoring and discuss each proposal to complete the numerical grading.

The Board reserves the right to reject any and all proposals. As part of the evaluation process, the Selection Committee will interview Proposer references and other parties to confirm Proposer's performance on previous projects. The Board reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates the Board to contract for the proposed project. The Board will negotiate its agreement with the highest evaluated proposer, as determined by the Selection Committee.

Proposers shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer. To obtain the best and final value offers, revisions may be requested after submissions and before award of the Contract.

A Proposer may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its response, as judged by the Selection Committee in accordance with the qualitative criteria below:

Technical Criteria

Section and Evaluation Criteria	Max. Possible Percentage
PROPOSER QUALIFICATIONS 4.2.D Firm Experience Experience with programs focused on Lead and Copper Rule compliance and lead line replacement. 4.2.D.5 Health and Safety Total Record Incident Rating (TRIR). 4.2.E Delivery Team Experience Qualifications, skills, and experience for the personnel responsible for performing the Scope of Work described in Attachment E.	25%
PROPOSER METHODOLOGY 4.2.F.1-4 Program Management Approach Description of key components, prioritization model, and data management. Strategy to secure government/non-government funding. Approach to permitting and compliance reporting. Proposed Values for KPIs for Year 1 and Year 2 using Attachment J. 4.2.F.5 Communication, Outreach and Education Approach Strategy for communications, outreach and education for overall program and lead line replacements. 4.2.F.6 Workforce Development Approach Strategy to promote the Program and grow local workforce capacity, including approach to participation goals and metrics. Approach to comply with the contract DBE participation goal of 35% and approach to promote full and equal business opportunities in accordance with the Board’s State-Local Disadvantaged Business Enterprise Program. 4.2.F.7 Construction Management Approach	55%
LEVEL OF EFFORT (without Price) 4.2.F.8 Based on 400 replacements in year 1 and 1,000 replacements in year 2, using Attachment B.	10%
4.2.F.9 Proposal complies with contract DBE participation goal of 35% and is willing to promote full and equal business opportunities in accordance with the Board’s State-Local Disadvantaged Business Enterprise Program.	10%
Total Percentage	100%

3.3 Price Evaluation

Cost proposals must be submitted in a separate envelope or file (if emailed) marked “Cost Proposal.”

The Cost Proposal will not be opened during the technical evaluation process. The Cost Proposal will only be opened by the awarded Respondent and will serve as the basis for negotiations with the Board.

3.4 Shortlist

SWBNO at its sole discretion may recommend a selection of Proposers for a short list based on the overall ranking by the Selection Committee. The top vendors determined by the Selection Committee in the first-round evaluation will then be shortlisted to an additional level of due diligence.

During the review of any proposal, the Selection Committee may:

- Conduct reference checks relevant to the solicitation to verify any and all information, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of proposals;
- Seek clarification of a proposal or additional information from any or all proposers and consider same in the evaluation of proposals;
- Waive any requests or requirements if such waiver is in the best interest of the SWBNO;
- Request interviews/presentations with any, some or all proposers to clarify any questions or considerations based on the information included in proposals, Proposals during the evaluation process, and consider any supplementary information from interviews/presentations in the evaluation; and
- If shortlist occurs, new scoring and evaluation criteria will be shared with the shortlisted proposers.

3.5 Best and Final Offer (BAFO)

Selection Committee, at its request, may ask for a Best and Final Offer from the top proposers.

Written notification is sent to the selected proposers that will include a list of the specific items to be addressed, instructions and deadline for submittal, and the evaluation criteria and scoring methodology, if different from the RFP.

If requested, when evaluating BAFO responses, if BAFO cost is requested, this will replace the original cost and the technical proposal may be re-evaluated.

3.6 Notification

Once the Selection Committee recommends a proposal, the Procurement Department notifies the selected firm by a Recommendation of Award letter. The unsuccessful proposer(s) will be notified as well. The Award Letter will contain the name and contact information of the representative of the department responsible for administering the future contract.

IMPORTANT: The Recommendation of Award letter is not a contract award notification. The contract award is subject to the successful satisfaction by the selected respondent of all additional requirements in the solicitation.

PART IV. PROPOSAL SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

The proposal shall consist of two separate submittals consisting of the following:

The Technical Proposal organized as follows:

- A. Executive Summary
- B. Table of Contents
- C. Signed Documents and Forms
- D. Proposer's Qualifications – Firm Experience
- E. Proposer's Qualifications – Delivery Team Experience
- F. Proposer's Methodology – Technical Approach

The Cost Proposal organized as follows:

- A. Executive Summary
- B. Cost Proposal including Rate Schedule

The respective Table of Contents shall reflect the above order, and identify illustrations, tables, figures, and exhibits. Appended materials should be clearly noted. Failure of the Respondent to organize the information required by this RFP as outlined may result in the Board, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP.

The Board requests Proposers to limit their Technical Proposals to approximately thirty (30) pages, excluding the Executive Summary, table of contents, section dividers, forms, and supplemental information such as technical appendices, resumes, and reference project sheets. Audio-visual materials will not be accepted.

Proposals must be prepared in English on 8 ½ x 11-inch paper with tabbed indexes separating the following sections in the following order:

4.1 TITLE PAGE

Title Page should contain the following information:

- RFP Number and Name
- Proposer's Name and Address
- Proposer's Contact Person and Information (email address, telephone number(s), etc.)

4.2 TECHNICAL PROPOSAL

The Technical Proposal shall be presented in the order of sections and requirements listed herein:

4.2.A Executive Summary (not included in page total – limit three (3) pages)

At a minimum, include the following in the executive summary:

- Concise summary of Respondent’s offer and the benefits of the proposed team and technical approach
- Contact person and title
- Organization legal name
- Address
- E-mail address
- Telephone number

The executive summary shall not exceed three (3) pages.

4.2.B Table of Contents of Technical Proposals (not included in page total)

All Technical Proposals shall follow the format outlined in the Table of Contents indicated above. Respondents are not allowed to change the order or titles of the Sections or Subsections. Additional Sections and/or Subsections may be added after the last Section and/or Subsection.

4.2.C Proposer Qualifications – Firm Experience

Discuss the Proposer’s qualifications addressing, but not limited to, all of the following information, in the order requested.

1. Minimum Qualifications

Proposers shall provide evidence that the Proposer or team member(s) has direct and relevant experience with at least two (2) comparable projects in the last ten (10) years. A comparable project shall be a service line replacement program in which the Proposer or its team member has successfully replaced at least 1,000 service lines in one (1) continuous 12-month period.

Proposers shall use the Proof of Minimum Qualifications Form (Attachment K) to document the minimum qualifications required. Failure to submit and use the Proof of Minimum Qualifications Form will deem the proposal non-responsive.

2. Proposer Information

Type of Proposer: Indicate the type of firm as currently registered such as Corporation, Partnership, Sole Proprietorship, Joint Venture, etc.

Years in Business: Number of years the firm has been in business under its present name and type of firm; other names and/or entity under which the firm has operated and the number of years under each name.

Parent Company: Information on the Parent Company, if applicable.

Entity Providing Services: The Proposer or the specific entity of a holding company that will be involved in the provision of the requested technical scope of Services.

3. Proposer Experience and References (**project sheets and reference forms not included in page count**)

Introduction: Describe the Proposer’s relevant experience and how the Board can potentially benefit from the Proposer’s experience.

Project Description: Provide project descriptions for at least three (3) but no more than five (5) similar projects that the Proposer or its team members have performed within the last ten (10) years.

Similar projects should be indicative of the Proposer's experience working with service line replacement programs or related infrastructure.

Each project description should include the client's name, scope of services provided including the number of lead lines replaced each year, clarification of roles if multiple firms were used to execute the work, total contract value, and term of each contract. For each project described, include the costs for professional services, and the initial and final construction cost, including a description for any increases or decreases in the final construction cost. Include project start date, original completion date, and the actual completion date, with justification for any change in the original and actual completion date.

Each project description should be no more than two (2) pages. Project sheets will not be included in the page count for the proposal.

Project References: Identify three references and request each reference to complete the Reference Check Request Form (Attachment H) and have the **reference return the completed form to bids@swbno.org**.

Failure to use the Reference Check Request Form and/or failure to deliver the completed Reference Check Request Form to the Board deems the proposal non-responsive.

4. Safety Performance

Safety Program and Performance: Provide a description of the Respondent's safety program, policies and approach for planning and training Contractors at the beginning of the Program and throughout the Program duration. Identify how effectiveness and performance is tracked.

Safety Violations and Claims: Provide a list of all state and/or OSHA safety violations within the past five (5) years for other contract work. Include incident reporting, lost time, type of injury, and/or worker's compensation claims.

Submit your Total Recordable Incident Rate (TRIR) for the past three (3) years. TRIR scores greater than 3 will be awarded zero (0) points in the Technical Evaluation described in Table 2.

5. Legal/Environmental Compliance

Legal Disclosures: Provide disclosures regarding outstanding legal matters and statement regarding materiality of each of those legal matters, including any outstanding legal matters with the Board. Disclose all litigation the firm has been involved in the most recent five (5) years, including any litigation with the Board.

Failure Reporting: Provide a summary of any reported failures with regulatory compliance in the most recent five (5) years. Provide information on fines incurred and/or civil penalties resulting from noncompliance with the Safe Drinking Water Act or Lead and Copper Rule related rules.

4.2.D Proposer Qualifications – Delivery Team Experience

The Proposer shall demonstrate directly relevant experience for its proposed team members and highlight experience for with program management and construction management with lead line replacements.

1. Organizational Chart

Provide the organizational chart of the proposed team to fulfill the Services requested in the RFP. The organizational chart shall reflect the key personnel that will be involved in the management, administration and operationalization of the scope of work along with all other technical resources that will be involved in the delivery of Services to the Board.

Clearly illustrate in the organizational chart the key roles of the proposed team members including the Project Manager, and the technical resources/specialists that will support the various Program requirements. The identification of key roles is determined at the discretion of the Proposer.

2. Team Member Descriptions

Identify and describe the qualifications of all the personnel that will have primary responsibility for the oversight, management, operations and technical expertise for program operations. Include in your discussion intended roles and responsibilities, relevant past experience and educational background(s). The identification of key personnel is determined at the discretion of the Proposer.

3. Location of Key Personnel

For each individual identified as key personnel, indicate their office location and the location from where they will perform the work. If the Proposer is proposing to relocate key personnel for this Program, identify when that individual will be relocating to the New Orleans area.

4. Resumes (**not included in total page count**)

Provide resumes for key personnel. Each key personnel resume should be limited to no more than two (2) pages. Any required licensing shall be included with the resumes of personnel, as applicable. Resumes will not be included in the page count for the proposal.

4.2.E Proposer Methodology – Technical Approach

The Proposer shall describe their methodology for the Technical Approach for the following Program tasks:

- Program Management Approach, including:
 - Funding Approach
 - Permitting and Regulatory Approach
 - Key Performance Indicators
- Communication, Outreach and Education Approach
- Workforce Development Approach
- Construction Management Approach
- Level of Effort without Price

1. Program Management Approach

Provide a description of the Proposer's Program Management approach.

Proposer shall:

- A. Demonstrate an understanding of the Program and its objectives by providing a comprehensive and thorough description of how the Proposer will approach:
 - a. Data management and security, for the Inventory and Program database.
 - b. Prioritization of field work for investigations, identification, and replacements of lead lines.
 - c. Securing funding from government and non-government agencies.
 - d. Reporting to execute the Program and to communicate with stakeholders.

2. Funding Approach

The continuation of the Program depends on securing additional funding beyond the initial funds secured through DWSRF. Additional funding sources are sought, although the Board may choose to decline some non-government funding sources depending on the value and/or terms and conditions associated with the funds.

Proposer shall:

- A. Describe the Respondents understanding of any limitations or impact of using DWSRF funds on the execution of the Program. For example, which tasks/charges will be allowed including the time allotted for billing/invoicing and work force development activities.
- B. Describe the approach to identify potential funds from other non-government sources and the strategy to secure those funds.
- C. Describe the schedule and timelines for funding sources and how this could affect the delivery and progress of the Program.
- D. Describe strategies to accelerate or collapse Program activities in response to a dynamic funding landscape.

3. Permitting and Regulatory Approach

The Successful Respondent is responsible for compliance with all applicable laws and regulations and will ensure that the systems and work practice comply with the Lead and Copper Rules in effect at the time the work is performed. The Successful Respondent will be responsible for applying for all new permits; an allowance for application fees is shown in the Level of Effort with Pricing Form.

Proposer shall:

- A. Describe how permits will be obtained and managed for all field work, including work on private property for lead line replacement, such that schedule delays are minimized, including work on private property for lead line replacement, work in heritage districts, and around the tree canopy.
- B. List of anticipated permits to complete the work.

4. Key Performance Indicators

The performance of the Program will be reviewed annually against the Key Performance Indicators established for the given Program year and as described in the Agreement (Attachment G). KPIs are identified for metrics defining production (including the number of lead lines replaced each year, and higher rates of replacement in disadvantaged communities), funding, equity, and local economy and workforce development.

The KPIs will be reviewed annually, accounting for the previous year's efforts, progress and lessons learned while also promoting efficiency in delivery.

Proposer shall:

- A. Propose KPIs for the number of lead lines that the Proposer believes is reasonable to complete in year one and year two, using the Proposed Values for KPIs Form in Attachment J.
- B. Propose KPIs for the identification and submission of funding applications, using the Proposed Values for KPIs Form in Attachment J.

5. Communication, Outreach and Education Approach

Describe the Proposer's approach to develop annual updates to the Communications Plan, including for the Program as a whole, disadvantaged communities and for properties/neighborhoods where lead line replacements are planned or performed in the Program year.

Proposer shall:

- A. Describe strategies and their outcomes from past programs, as well as barriers to success that may be encountered on this Program in this community and how they could potentially be overcome.
- B. Provide a description of Proposer's plan for a customer call center and interactive program website. The Board expects that the Successful Respondent will have a plan to ensure that customers have a satisfactory level of comfort with the Successful Respondent.
- C. Provide details on how the Respondent will accommodate community involvement and their relationship to the community, such as United Way, internships, etc.

All media relations are managed by the Board.

6. Workforce Development Approach

In this section, responses are solicited to understand the Respondent's approach to provide meaningful job opportunities for the local workforce, referencing examples from past experience, including on other lead line replacement programs undertaken by the Respondent.

Proposer shall:

- A. Describe the Respondent's approach for developing a local workforce to build local capacity in the skilled and unskilled roles required of the Program in addition to partnering with local SLDBEs.
 - a. Provide an assessment of how much work could potentially be delivered by the local workforce.
 - b. Describe the nature of skilled and unskilled work that could be potentially delivered by the local workforce.
 - c. Discuss the Respondents approach to monitoring progress and measuring success.
- B. Provide a description of the Respondent's plan to develop a program to train and hire plumbers from within with the local community as part of the EDDB requirements.
- C. Describe the Respondent's approach to developing and launching a mentor-protégé program.

7. Construction Management Approach

The Successful Respondent is responsible for developing the procurement documents for construction services and for managing construction of the work.

Proposer shall:

- A. Provide a description of the Respondent's approach to procure Contractors and other Vendors needed for execution of the program, if not already included in the Program team described in the Proposal.
- B. Provide a description of the approach to construction and construction management, including approach to planning the work, training Contractors tasked with lead line replacement and field work, construction safety, and public safety.
- C. Identify how construction performance is tracked and how a culture of safety is promoted on programs that have involved work on private property.

D. Summarize the approach to manage emergency procedures and after-hours emergency response.

8. Level of Effort without Price

Attachment B contains the Level of Effort and Pricing Form, complete with instructions for how to use the form. Proposers shall include the Level of Effort without Price with the Technical Proposal. The Level of Effort form will be used in the Technical Evaluation to assess the Proposer's understanding of the Scope of Work of Attachment E.

Proposer shall:

A. Prepare and submit the Level of Effort form (see Attachment B) for a fixed number of replacements:

- a. 400 lead line replacements in year one, and
- b. 1000 lead line replacements in year 2.

Once completed, attach the Level of Effort Form without pricing to your Technical Proposal. The numbers for replacements listed above are provided solely for the purpose of evaluating Proposals; the Board intends to work with the Successful Proposer to validate the number of lead lines required to be replaced each year.

9. Demonstrate how the Respondent will comply with the contract DBE participation goal of 35% and how the Respondent will promote full and equal business opportunities in accordance with the Board's State-Local Disadvantaged Business Enterprise Program.

4.3 COST PROPOSAL

The Cost Proposal shall be presented in the order of sections and requirements listed herein:

4.3.A Cost Proposal Executive Summary

An executive summary shall be provided, describing the salient aspects of the Cost Proposal summarizing the Respondent's approach and fee for the key components requested in the Cost Proposal. The executive summary shall not exceed one (1) page.

4.3.B Cost Proposal including Rate Schedule

Respondents are to complete Attachment B, Level of Effort including pricing and the Rate Schedule, with the Cost Proposal. Refer to the instructions included in Attachment B for guidance on how to use the form. An electronic version is available upon request for the Level of Effort and Pricing Form provided in Attachment B.

RFP Technical and Cost Proposal Submittal Checklist

Technical Proposal with required tabs
Cost Proposal (separate file), complete
Attachments

Redacted RFP Technical and Cost Proposal Submittal

Proposers may submit a separate redacted copy of their technical and cost proposal to provide in response to a public records request. This is not a requirement of the proposal submission documents, and it can be submitted anytime with the proposal submission or after.

Signed Documents and Forms (not included in page total)

This section shall include the following executed documents which are included in the forms in the Appendices in this Request for Proposals. Please note the forms required for proposal submission and those required for the awarded proposer.

Attachments Checklist:

ATTACHMENT A – COVER SHEET (REQUIRED AT BID SUBMISSION)

ATTACHMENT B – LEVEL OF EFFORT AND PRICING FORM (REQUIRED AT SUBMISSION)

Submitted with and without PRICING

ATTACHMENT C – AFFIDAVITS (REQUIRED FOR AWARDED PROPOSER)

1. Conflict of Interest Disclosure Affidavit
2. Corporate Resolution or Proposer Organization
3. Convicted Felon Affidavit
4. Non-Solicitation Affidavit
5. Non-Collusion Affidavit

ATTACHMENT D – ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET AND ACKNOWLEDGEMENT FORM (REQUIRED AT SUBMISSION)

ATTACHMENT H – REFERENCE REQUEST FORMS (REQUIRED AT SUBMISSION)

(Can be emailed anytime, by the Proposer’s reference only, before proposal submission)

ATTACHMENT J – PROPOSED VALUES FOR KPIS FORM (REQUIRED AT SUBMISSION)

ATTACHMENT K – PROOF OF MINIMUM QUALIFICATIONS (REQUIRED AT SUBMISSION)

Proposers not submitting the required documents and attachments will result in your response being deemed non-responsive.

ATTACHMENT A

COVER SHEET

Request for Proposal: _____

Company Name: _____

Company Address: _____

Please provide the key contact person's information who will be responsible during the active event:

Primary Contact Person:

Name: _____ Title: _____

Cell Phone: _____ Email Address: _____

Secondary Contact Person:

Name: _____ Title: _____

Cell Phone: _____ Email Address: _____

This RFP must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

ATTACHMENT B

LEVEL OF EFFORT AND PRICING FORM

Respondents are required to submit a Cost Proposal in a sealed envelope with their response to this RFP. The Cost Proposal will not be considered in the evaluation process.

As the Board is eager to initiate its Lead Line Replacement Program, it is the intent of the Board that the Cost Proposal of the successful respondent will serve as the basis for negotiation for the initial two (2) year contract period.

Assumptions: Respondents should base their Cost Proposal on the following assumptions:

- All services required to execute the scope of work indicated in the RFP.
- Duration is the base contract period of two years.
- Assume 400 lead line replacements in Year 1 and 1000 lead line replacements in Year 2.

The assumption of 1400 total lead line replacements should not be interpreted as a goal, but is merely provided as a basis for future negotiations. This value should not be interpreted as an indication of Board expectations, nor should it be considered as the expected number of replacements to be included in the respondent's proposed key performance indicators (KPIs) related to lead line replacements (Attachment J). It is the desire of the Board to conduct lead line replacement as quickly and efficiently as funding allows. Consequently, respondents should base their proposed KPIs (Attachment J) on the number of lead replacements that they reasonably can expect to achieve during the initial two (2) year contract period.

Instructions: Use the Level of Effort Form provided in Attachment B. Include the completed Level of Effort with costs in the Cost Proposal; include the completed Level of Effort Form without costs in the Technical Proposal.

Cost Proposals should include all costs associated with completion of the work, including labor, materials, travel, sampling and analytical costs, cost of pitcher filters, and other direct costs for the prime consultant and all subconsultants.

The Board will provide an allowance to the successful respondent for permitting fees and funding application fees. Those costs are not required to be included in the Cost Proposal.

Cost Proposals should include a description of your pricing strategy and a summary of your pricing assumptions (e.g., number of lead line replacement contractors, number of field crews, number of replacements per day, etc.). Where unit pricing is concerned or pricing is impacted by the number of lead lines replaced, the Cost Proposal shall clearly indicate the pricing assumptions.

Submit a level-of-effort summary table for the prime consultant and each subconsultant, as well as a project level summary showing the total number of hours for each team member and the task. The Level of Effort Form is included in Attachment B and available electronically by request.

Provide a labor rate table with proposed rates for each labor category required to execute the scope of work. Respondents can propose as many labor categories as deemed necessary. A template is provided in the Level of Effort Form.

The prime consultant should include a copy of its most recent audited overhead rates. Cost Proposals must include a task level summary (Task 1.0, Task 2.0, Task 3.0, etc.) of hours and costs associated with completion of those tasks.

Price proposals must include the subtasks identified the scope of work and as shown in the Level of Effort tables. Respondents may add additional subtasks for the purposes of developing and detailing their Cost Proposal; however, Cost Proposals must include level-of-effort (hours) and cost summaries for each of the subtasks indicated in the example and as referenced in the Scope of Work contained in the RFP. Do not re-number tasks included in the examples or referenced in the Scope of Work.

The Level of Effort summary tables must be consistent from one team member to the next (Prime Consultant, Subconsultant, etc.) and at the overall summary level. That is, task numbers must be consistent from one table to the next and if subtasks are added, please be certain to show those tasks in all tables, even if a particular team member has no effort on that task.

Sewerage and Water Board of New Orleans
 Lead Line Replacement Program

Date:

Task No.	Task Description	Program Manager	Technical Advisor	QA/QC Manager	Senior Engineer	Engineer	Junior Engineer	Construction Manager	Senior Inspector	Inspector	Funding Specialist	Database Specialist	Administrative Assistant	<Labor Category>	<Labor Category>	<Labor Category>	Subtotal			Total Cost
																	Hours	Labor	ODCs	
1.0	Task 1 - Program Management																			
2.0	Task 2 - Contractor Procurement																			
3.0	Task 3 - Lead Line Replacement Program																			
3.1	3.1 - Investigations																			
3.2	3.2 - Lead Line Replacements																			
3.3	3.3 - Pitcher Filters																			
3.4	3.4 - Post-Replacement Water Quality Kits																			
4.0	Task 4 - Construction Management Services																			
5.0	Task 5 - Program Data																			
5.1	5.1 - Database																			
5.2	5.2 - Inventory																			
5.3	5.3 - Predictive Model																			
5.4	5.4 - Reporting																			
6.0	Task 6 - Public Education and Outreach																			
6.1	6.1 - Communication, Outreach and Education																			
6.2	6.2 - Call Center																			
7.0	Task 7 - Workforce Development																			
8.0	Task 8 - Funding																			
	Subtotal																			

Assumptions:

Task 3.3 ODCs include purchase of 1400 pitcher filters with 5 filter replacements at \$50 each
 Task 3.4 ODCs include 1400 water quality sampling kits and associated analysis at \$75 each

Sewerage and Water Board of New Orleans
 Lead Line Replacement Program

Date:

Task No.	Task Description	Project Manager	Technical Advisor	QA/QC Manager	Senior Engineer	Engineer	Junior Engineer	Construction Manager	Senior Inspector	Inspector	Public Outreach Specialist	Workforce Development Specialist	Administrative Assistant	<Labor Category>	<Labor Category>	<Labor Category>	Subtotal			Total Cost
																	Hours	Labor	ODCs	
1.0	Task 1 - Program Management																			
2.0	Task 2 - Contractor Procurement																			
3.0	Task 3 - Lead Line Replacement Program																			
3.1	3.1 - Investigations																			
3.2	3.2 - Lead Line Replacements																			
3.3	3.3 - Pitcher Filters																			
3.4	3.4 - Post-Replacement Water Quality Kits																			
4.0	Task 4 - Construction Management Services																			
5.0	Task 5 - Program Data																			
5.1	5.1 - Database																			
5.2	5.2 - Inventory																			
5.3	5.3 - Predictive Model																			
5.4	5.4 - Reporting																			
6.0	Task 6 - Public Education and Outreach																			
6.1	6.1 - Communication, Outreach and Education																			
6.2	6.2 - Call Center																			
7.0	Task 7 - Workforce Development																			
8.0	Task 8 - Funding																			
	Subtotal																			

Assumptions:

Task 6.1 ODCs include \$75,000 for community meetings, mailers, billing inserts, and advertising.
 Task 7 ODCs include \$50,000 for contractor outreach, vocational training outreach, and outreach to plumbing contractors.

Sewerage and Water Board of New Orleans
 Lead Line Replacement Program

Date:

Task No.	Task Description	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	Subtotal			Total Cost
																	Hours	Labor	ODCs	
1.0	Task 1 - Program Management																			
2.0	Task 2 - Contractor Procurement																			
3.0	Task 3 - Lead Line Replacement Program																			
3.1	3.1 - Investigations																			
3.2	3.2 - Lead Line Replacements																			
3.3	3.3 - Pitcher Filters																			
3.4	3.4 - Post-Replacement Water Quality Kits																			
4.0	Task 4 - Construction Management Services																			
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6.1	6.1 - Communication, Outreach and Education																			
6.2	6.2 - Call Center																			
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8.0	Task 8 - Funding																			
	Subtotal																			

Assumptions:

Sewerage and Water Board of New Orleans
 Lead Line Replacement Program

Date:

Task No.	Task Description	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	Subtotal			Total Cost	
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8.0	Task 8 - Funding																					
	Subtotal																					

Assumptions:

Sewerage and Water Board of New Orleans
 Lead Line Replacement Program

Date:

Task No.	Task Description	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	Subtotal			Total Cost
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8.0	Task 8 - Funding																			
	Subtotal																			

Assumptions:

Sewerage and Water Board of New Orleans
 Lead Line Replacement Program

Date:

Task No.	Task Description	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	<Labor Category>	Subtotal			Total Cost
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5.4	5.4 - Reporting																			
6.0	Task 6 - Public Education and Outreach																			
6.1	6.1 - Communication, Outreach and Education																			
6.2	6.2 - Call Center																			
7.0	Task 7 - Workforce Development																			
8.0	Task 8 - Funding																			
	Subtotal																			

Assumptions:

<Prime Constulant> Rate Schedule

Labor Category	Direct Labor Rate (\$/hour)
Program Manager	
Technical Advisor	
QA/QC Manager	
Senior Engineer	
Engineer	
Junior Engineer	
Construction Manager	
Senior Inspector	
Inspector	
Funding Specialist	
Database Specialist	
Administrative Assistant	

<Subconsultant 1> Rate Schedule

Labor Category	Direct Labor Rate (\$/hour)
Project Manager	
Technical Advisor	
QA/QC Manager	
Senior Engineer	
Engineer	
Junior Engineer	
Construction Manager	
Senior Inspector	
Inspector	
Public Outreach Specialist	
Workforce Development Specialist	
Administrative Assistant	

Duplicate the rate schedule for each team member. Respondents can include as many categories as necessary for completion of the work.

ATTACHMENT C

REQUIRED AFFIDAVITS TO BE COMPLETED BY AWARDED PROPOSER FOR CONTRACT

ATTACHMENT
CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared _____ who, being first duly sworn, deposed and said that:

He/She is the _____ and authorized representative of _____, hereafter called "Proposer."

The Respondent hereby confirms that a conflict(s) of interest **exists /does not exist/may exist (circle one)** in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with the Board officials or employees.

(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).

Respondent Representative (Signature)

(Print or type name)

(Address)

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____ 20_____.

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

Notary ID#/Bar Roll # _____

ATTACHMENT
CONVICTED FELON AFFIDAVIT

STATE OF _____

PARISH OF _____

Before me, the undersigned authority, came and appeared _____,

who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____, hereafter called "Contractor."
2. The Contractor complies with City Code Section 2-8 (c) for the City of New Orleans.
3. No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

Contractor Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, in (CITY/STATE) _____

this ____ day of (MONTH) _____, 20 ____.

Notary Public

Notary Identification No./Bar Roll No.

ATTACHMENT
NON-COLLUSION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

_____, being first duly sworn, deposes and says that:

(1) He is (Owner) (Partner) (Office) (Representative) or (Agent), of:

the Proposer that has submitted the attached Proposal:

(2) Such Proposal is genuine and is not a collusive or sham Proposal:

(3) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly, or indirectly with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any advantage against the Sewerage and Water Board of New Orleans of any person interested in the proposed contract; and

(4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Proposer Representative (Signature)

Title

(Print or type name)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____ 20____. Notary ID#/Bar Roll # _____

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

ATTACHMENT
NON-SOLICITATION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared _____,

who, being first duly sworn, deposed and said that:

1. He/She is the _____ and
authorized representative of _____ hereafter called "Contractor."
2. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

Contractor Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, in _____, Louisiana,

this ___ day of _____, 20_____.

Notary Public

Notary Identification No./Bar Roll No.

ATTACHMENT
CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this _____ day _____, 20 _____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Sewerage and Water Board of New Orleans (“SWBNO”).

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of SWBNO, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____ 20_____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____

SECRETARY

**ATTACHMENT
BIDDER'S ORGANIZATION**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Corporation Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH PROPOSAL.

ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET

Minimum Percentage Goal Participation for this Contract is ____%

Contract Name and Number # _____

Name and Address of Disadvantaged Business Enterprise Company	Name of Contact Person	Scope of Work to be Performed	Dollar Amount of work to be performed	Percentage of Dollar Amount to Total Bid Price

THIS FORM MUST BE COMPLETED AND SUBMITTED AT THE TIME OF BID/PROPOSAL SUBMISSION. FAILURE TO SUBMIT A COMPLETED FORM WILL RENDER THE BID/PROPOSAL NON-RESPONSIVE.

NOTE: Signature required even if judged **NOT APPLICABLE** by the **BIDDER**

Prime Representative Name: _____

Prime Signature: _____

Prime Company's Name: _____

Date: _____

Prime Address: _____

E-mail: _____

Telephone Number: _____

Revised October 30, 2024

ACKNOWLEDGEMENT

PRIME CONTRACTOR AND DBE SUBCONTRACTOR

Solicitation: _____

This form acknowledges that the

Prime _____

and

DBE Subcontractor _____ Certification: _____ SLDBE or _____ LAUCP

have agreed to the following terms of service:

Scope of Work:

Please note: Scope of work should describe the agreed upon terms between the Prime and DBE.

DBE Percentage of Total Contract: _____

Dollar Amount of DBE Work: \$_____

By signing this acknowledgement, the Prime Contractor and DBE Subcontractor affirm that it will perform the Scope of Work for the estimated total dollar value stated. Both parties hereby certify that the information contained herein is true and correct.

**FAILURE TO SUBMIT THIS FORM COMPLETED WITH SIGNATURES WILL RENDER BID/PROPOSAL
NON-RESPONSIVE.**

PRIME CONTRACTOR:

Printed Name: _____

Signature: _____

Date: _____

DBE SUBCONTRACTOR:

Printed Name: _____

Signature: _____

Date: _____

ATTACHMENT E

SCOPE OF WORK

1.0 Introduction

The services to be provided by the Program Manager include the planning, management, and construction-related services associated with replacement of lead lines as described in this Request for Proposal (RFP), the Scope of Work (Attachment E) and Agreement (Attachment G).

The Program Manager is required to meet the goals and obligations described in this Scope of Work; however, the means and methods by which the Program Manager chooses to achieve the Program requirements shall be at their discretion and described in their technical approach as required by the RFP documents. In identifying and describing the approach to provide the required services, the Program Manager shall wholly address the stated requirements of the RFP, Scope of Work, and the Agreement.

The Program Manager will be required to adhere to the terms and conditions as outlined in the Agreement, as signed by the Board and the Program Manager, including all attachments therein.

The Program Manager must execute this Scope of Work as included in the Agreement, inclusive of the Board's Draft Lead Line Replacement Plan, and must remain in compliance with all applicable regulatory and bylaw requirements, including but not limited to:

- US Environmental Protection Agency (EPA) Final Lead and Copper Rule Revisions (LCRR).
- EPA Final Lead and Copper Rule Improvements (LCRI) and subsequent updates as proposed and finalized by EPA over the life of the work.
- AWWA/ANSI C810-17 – Replace and Flushing of Lead Service Lines.
- NSF/ANSI 42 (Particulate Reduction) and 53 (Lead Reduction): Filtration System Standards.
- Applicable local bylaws and permits.

2.0 Background

The Board wants to be proactive in replacing lead lines within its service boundaries in full such that no lead line remains, including galvanized lines requiring replacement (GRR) as defined by EPA. To that end, the Board has developed its materials inventory and Lead Line Replacement Plan as defined in the EPA's Final LCRR and Final LCRI. The Board has requested and was awarded initial funding from the State of Louisiana through the Drinking Water State Revolving Fund (DWSRF) for the planning, management and construction-related services for the replacement of lead lines.

3.0 Program Objectives

The Program Manager will support the Board to achieve each of the following objectives:

- a) Maximize grant funding for the Program to support the continuation of the Program beyond the initial DWSRF funding that is anticipated to close in October 2024.

- b) Identify the material of service lines in the water system, including connectors, to support the Board's obligation to i) submit the Baseline Inventory by Dec. 2027 and ii) have no service lines designated as "Lead Status Unknown" in the materials inventory by 2037, and related obligations as required under the Final LCRI.
- c) Replace an agreed upon number of lead lines and GRRs in each program year, including schools and licensed childcare facilities. All known lead lines and GRRs at schools and childcare facilities shall be replaced by the end of 2026.
- d) Maintain an annual replacement rate in disadvantaged communities that is above the overall annual replacement rate.
- e) Promote and use the Program to build local skills and capacity of the local workforce.

Key Performance Indicators (KPIs) will be identified in the initial Agreement and subsequent contract renewals, with values agreed upon by the Board and Program Manager based on the previous year's performance. To achieve the above objectives, the Program Manager is responsible to perform the scope of work, including but not limited to:

- Manage the communications, scope, schedule and budget as the Program Manager.
- Maintain and update the materials inventory as required by the Final LCRI.
- Develop and manage a service line materials investigation and verification program, including potholing activities, to identify and confirm the service line materials.
- Perform service line replacements as required, such that the service line from the watermain to the building entry is non-lead.
- Coordinate community outreach and education about the Program and any construction activities that will impact local neighborhoods, residents and businesses.
- Communicate Program information and updates with the public and support the Board with compliance reporting.
- Plan and manage post-replacement activities, including service line flushing, point-of-use filter distribution and post-replacement water quality test kit distribution, analysis and reporting. The Program Manager is expected to directly contract with Vendors for point-of-use filter supply and water quality kit supply, distribution, and analysis. The Program Manager is responsible for filter storage and distribution and reporting of analytical results, using either their own forces or the services of the Vendor.
- Identify funding sources, support the Board to prepare and submit funding applications, and administer external funding sources.

4.0 Scope of Services

The Program Manager will provide the following scope of services, including those activities which are necessary for the execution of the work and to achieve the Board's objectives. The Program Manager's scope of work includes any additional efforts which may not be explicitly stated below but are necessary to perform the work.

Task 1 – Program Management Services

Task 1.1 Program Management

The Program Manager shall:

- Prepare and maintain a Program Management Plan and update as needed and no less than on an annual basis.
- Prepare a Program Quality Control Plan and update as needed and no less than on an annual basis. Maintain documentation to demonstrate the implementation and use of the Quality Control Plan. See Agreement (Attachment G).
- Prepare a Program Health and Safety Plan and update as needed and no less than on an annual basis.
- Prepare a Program Communication Plan and update as needed and no less than on an annual basis.
- Prepare a Risk Management Plan and update as needed and no less than on an annual basis. Review the risk register with the Board monthly.
- Submit monthly progress reports and invoices in a timely manner (30 days) that detail activities performed during the previous month, planned activities for the upcoming month and provide a 90-day Program look ahead identifying anticipated Program activities and any potential risks to completion of the planned work.
- Facilitate the Program Kick-off Meeting within the first month upon receiving the Notice to Proceed.
- Facilitate monthly progress meetings and submit a summary of each meeting to document key decisions.
- Track and forecast the Program budget.
- Prepare an overall Program schedule and provide monthly updates to the Program schedule.
- Prepare and maintain the Program Risk Register and include updates in the monthly progress report.

Deliverables:

1. Program Management Plan.
2. Program Quality Control Plan.
3. Program Health and Safety Plan.
4. Program Communication Plan.
5. Risk Management Plan.
6. Monthly progress reports and invoices.
7. Monthly progress meeting agendas and summaries including updates to the risk register.

Task 1.2 – Program Schedule and Budget Reporting

The Program Manager shall:

- Submit a detailed Program schedule and budget to the Board within fourteen (14) calendar days of receiving written authorization of notice to proceed from the Board. Submit Program schedule and budget updates monthly with each invoice.
- Submit monthly reports. Information accompanying the monthly update to the Program schedule and budget shall include, at a minimum:
 - Description of the work completed during the reporting period.
 - Update of the estimated level of effort necessary to complete the balance of the work remaining.
 - Explanation of any extra work completed beyond the agreed upon scope of work along with documentation seeking authorizing to perform such services.
- Prepare, participate and close negotiations for contract renewal approximately ninety (90) calendar days prior to the end of the calendar year. The Board initiates budget planning in August for the subsequent

year's capital program and the Program Manager is expected to provide Program budget information to support the Board's annual budgeting efforts.

The Board has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule, and any requests for modifications.

The Program Manager acknowledges and agrees that time is of the essence in the performance of this Agreement. As such, all work will be completed within the agreed upon schedule, inclusive of schedule milestones associated with receiving and administering funding for the Program.

Deliverables:

1. Initial detailed Program schedule and budget.
2. Annual updates to Program schedule and budget, submitted ninety (90) calendar days prior to yearend.
3. Monthly Program progress, schedule and budget update.

Task 2 – Contractor Procurement

The Program Manager shall:

- Assist the Board to engage a pool of qualified Contractor(s) to execute service line material identifications, validations, replacements, and property restoration.
- Develop procurement documents, including specifications and drawings, in accordance with the public bid law and funding requirements, to allow the Board to select the lowest cost Contractor(s) to execute the work.
- Contractor(s) will be selected in accordance with the Board's procurement policies, including those related to use of disadvantaged businesses enterprises, with a preference for using the local workforce.
- Assume Contractor(s) will be retained for an initial one-year term. Recompete the contracts annually.
- The Board, on the recommendation of the Program Manager, will engage/disengage Contractor(s) as necessary to successfully meet the Program KPIs described in the Agreement.

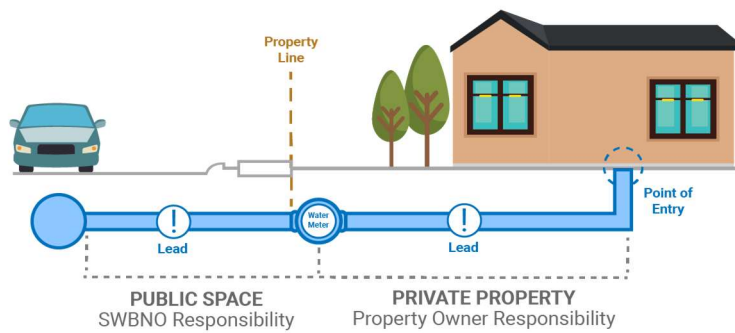
It is the expectation of the Board that the Program Manager shall annually review lessons learned with each contractor to identify delivery efficiencies and any other areas of potential improvement related to the cost, quality and customer experience of the Program.

Deliverables:

1. Contract Documents (60%, Final), to govern the work of the Contractor(s); updated annually to support recompeting the work.
2. Summary of pre-bid meeting with Contractor(s); submit annually.
3. Recommendation letter to the Board for award to the successful Contractor(s) to the lowest bidder or bidders if more than one; submit annually.

Task 3 – Lead Line Replacement Program

The ownership of the service line is a shared responsibility between the Board and the property owner, as depicted in the figure below. It is the Board's intention to replace lead service lines, including galvanized requiring replacement such that the entire service line is lead free from the watermain connection to the point of termination at the building structure, without entering the building itself. It is the Board's intention to replace lead lines on private property so long as funding is available.



The Program Manager shall oversee the execution of all tasks required for the replacement of lead lines and GRR. This includes activities to identify the service line materials and maintain the lead materials inventory for the purpose of planning and prioritizing lead line replacements.

A framework for lead line replacement in the Board’s water system is described in the Draft Lead Line Replacement Plan, which has been developed following the requirements of the Final LCRR. The Program Manager shall use the Draft Lead Line Replacement Plan as the basis for operationalizing the Lead Line Replacement Program.

The website representation of the materials inventory is embedded into the Board’s Lead Awareness Page and can be accessed using <https://www.swbno.org/Projects/LeadAwareness>.

Task 3.1 – Investigations

The Oct. 2024 materials inventory includes properties for which the material designation of the service line is “Lead Status Unknown”. To allow for the efficient replacement of service lines across the water system, the Program Manager is responsible for updating the materials inventory using methods allowed by the Louisiana Department of Health. Under the Final LCRI, the Board is required to i) complete all Validation work necessary to confirm the assumptions used to designate a service line as “non-lead” by 2034 and ii) identify the materials of all service lines in the water system such that no lines are designated “Lead Status Unknown” by 2037.

“Identification” means the procedure to designate the material of the service line using the minimum requirement of Louisiana Department of Health of one (1) pothole approximately 18” to 24” from the meter box for each portion of the service line being verified. Therefore, two (2) potholes (one on each side of the meter), are required to physically verify both the public and private portions of the line. Additional information is available at <https://ldh.la.gov/page/LSLI>. A third pothole may be necessary to identify the material of the connector between the watermain and the service line, information that the Program Manager shall add to the Baseline Inventory.

“Investigation” means identification of the material composition of the water line as part of updating the materials inventory and is therefore performed independently of lead line replacement. An investigation may not result in an immediate replacement, regardless of whether it is lead or GRR.

“Verification” means the identification of the service line material prior to its replacement, as part of the replacement work. A verification resulting in lead or GRR results in an immediate replacement. While the Program Manager develops a strategy to identify the service line materials (using investigations and verification, as part of the Inventory Identification Plan), it is anticipated that identification of the service line to update the inventory will focus on verifications (as part of replacements) in the initial two years of the Program.

The Program Manager shall:

- Use verifications and investigations, to transition the Oct. 2024 Initial Inventory into the Baseline Inventory required by the Final LCRI.
- Develop strategy and plan to identify the service line materials for all services designated as “Lead Status Unknown” in the Oct. 2024, based on a projected number of investigations and verifications performed each year, including budget requirements. This is referred to as the Inventory Identification Plan. Establish schedule to support the Board’s obligations to identify all service line materials to meet the Final LCRI requirements.
- Include approach to validate non-lead lines in the Inventory Identification Plan. Maintain and document information related to designating a service line as “Non-Lead” to support the Board’s obligation under the Final LCRI to validate the protocol used to designate the service line material in the Inventory.
- Document the material of connectors, where encountered, in the Baseline Inventory.
- Manage Contractor(s) tasked with performing investigations using potholing and other visual methods to investigate and identify the service line materials independently of lead service line replacement. Use methods of direct evidence acceptable to the Louisiana Department of Health to resolve the unknown service line materials within the inventory and update the Program inventory.
- Restore any areas disturbed during investigations, including but not limited to asphalt, concrete, vegetation, to their pre-existing conditions. Restoration is required to disturbed areas on both the public and privately owned portion of the service line.
- Starting in 2027, provide point-of-use filters to customers where the service line is physically disturbed during efforts to investigate the service line material, as required in the Final LCRI. Properties where the material is verified are expected to receive a filter as part of service line replacement activities.

Deliverables:

1. Inventory Identification Plan, updated annually.
2. Weekly updates to the program database with all identification data subjected to quality assurance reviews (see Task 5).
3. Monthly progress meetings to describe updates to the inventory based on materials identification, including:
 - a. The number of investigations completed the previous month.
 - b. The number of verifications completed the previous month
 - c. The number of properties for which the designation was changed from “Unknown Lead Status”.
 - d. The number of investigations planned for the following three months.
 - e. The number of verifications planned for the following three months.
 - f. Discussion as needed to resolve conflicts preventing the identification of the service line material.
4. Monthly updates on the status of permits including the number open/closed and forecasted to be pulled to support service line materials identification.
5. Starting in 2027, summary of the number of filters distributed to properties where the service line is disturbed during investigation.

Task 3.2 – Service Line Replacements

Following replacement, the entire service line shall be lead free from the watermain connection to the point of termination at the building structure, without entering the building itself. The Program Manager will be responsible for managing the construction activities required to complete service line replacements as described in the Draft Lead Line Replacement Plan. Replacements must be performed in accordance with the requirements of the Final LCRR and Final LCRI.

Under the Final LCRI, the Board is required to submit and make publicly available the Lead Line Replacement Plan starting in 2027, with updates provided annually. The Program Manager is required to maintain a current Lead Service Line Replacement Plan, updated at least annually, prior to the Final LCRI compliance deadline. The Board does not have standard operating procedures to describe how to replace lead lines in their water system. The Program Manager shall develop the necessary procedures to standardize lead line replacements performed under the Program.

The Board shall provide all required access within utility easements as required to complete the work and the Program Manager is expected to coordinate with Board staff to plan and carry out connections to watermains. The Program Manager must secure relevant permits to perform the work, as well as written consent from the Property Owner to perform work on private property. Coordinate with the New Orleans Department of Public Works for necessary permits. Permits may or may not be required at each property and the permits required may vary by property, including but not limited to:

- Street cuts.
- Street closure.
- Plumbing.
- Construction zone.
- Sidewalk repair.
- Driveway or curb cut.
- Tree work.
- Heritage.

The Program Manager shall:

- Modify the Draft Lead Line Replacement Plan within 90 days of notice to proceed, to provide the details necessary to operationalize the Program, including but not limited to:
 - Developing standard operating procedures to identify and replace service lines, address permitting needs, address traffic planning, manage and apply the data generated and used for each property, communicate with residents and property owners, emergency repairs to the service line, and anything else necessary to standardize work procedures for high quality work for use by the various parties and anticipated multiple contractors engaged to execute the Program.
 - Prioritizing replacements at the block level using a three-year planning horizon to allow for coordination with other infrastructure projects, including collaboration with the ongoing Joint Infrastructure Recovery Response Program, and advanced communications to selected neighborhoods and communities. The Program Manager shall propose how to prioritize replacements in disadvantaged areas for approval by the Board. Any change to the indicators, values or assumptions to the prioritization model shall be documented and approved by the Board.
 - Drafting policies for Board approval to govern the Board’s approach or response to customer-initiated replacement of the privately owned portion of the service line, replacements at abandoned properties and inactive accounts, priority individual replacements at properties where elevated lead levels are measured (with the trigger for individual replacement to be proposed by the Program

Manager in consultation with the Board), the allowable timeframe to restore a property and install permanent paving, and any other policies deemed necessary to execute the Program.

- Establishing operating procedures to meet the obligations of the funding agency as required to use the funds on the Program. External funding is necessary to replace lead lines, and where funding is available, confirm that replacements will be completed at little to no direct cost to the property owner, such that there is no payment made by nor taken from the property owner and/or resident.
- Update the Lead Line Replacement Plan at least annually, to capture any changes made throughout the year.
- Obtain and close all permits necessary for successful completion of the work, including but not limited to construction paving and plumbing permits obtained through the New Orleans Department of Public Works.
- Notify the property owner and residents in advance of replacing the service line, using a series of notices provided on a predetermined schedule as described in the approved Communications Plan.
- Develop and implement a traffic plan in work areas including deployment of signage and distribution of notices to the customer.
- Secure access to private property on which the service line is located for the purposes of replacing the service line.
 - Maintain proof of written consent where granted.
 - Where the owner refuses to allow access, document all attempts made to secure permission in accordance with the methods and number of attempts prescribed in Louisiana Department of Health and the Final LCRI.
- Provide oversight for labor, methods and services required for completion of the work.
- Update the Program dashboard for all information and components related to service line replacement, including but not limited to permitting, customer consent, customer notification, restoration status, inspection, etc.
- Require Contractors to flush the service line immediately following service line replacement at each property where a replacement is performed.
- Provide residents with post-replacement household flushing guidance consistent with AWWA/ANSI C810-17 standards
- Review household flushing guidance with each customer immediately following replacement.
- Restore asphalt, concrete, vegetation, or any other disturbed areas to their pre-existing conditions, following lead line replacement, replacements or other excavation. Restoration will be required on both the public and private side.

Deliverables:

1. Lead Line Replacement Plan with updated details for operationalize of the plan.
2. Procedure to prioritize replacements for the following three Program years, updated annually.
3. Summary of recommended work areas and properties targeted for replacement, updated at least annually.
4. Database updates completed no less than on a weekly basis, to capture replacement details, using data subjected to QA review.
5. Monthly progress reports on the number of replacements completed, budget status and future forecasting.
6. Annual reports for the number of properties where consent is refused and record of contact attempts made, including the method and date of each attempt.
7. Annual updates to the Lead Line Replacement Plan.

Task 3.3 – Point-of-Use Filters

The Program Manager is responsible for selecting and directly contracting a Vendor to supply point-of-use filters certified to NSF/ANSI Standard 53 for lead removal. The Program Manager is responsible for distributing the filters to eligible residents for their use immediately following service line replacement and, starting in 2027, to residents where investigations disturb the service line. The Program Manager should assume responsibility for storing the filters prior to distribution as the Board will not provide storage.

The Board has an existing limited filter distribution program that is not currently connected to the inventory. Customers that have concerns about lead in their drinking water may contact the Board using the Lead Awareness Page and request a pitcher filter, which the customer can pick up at Board facilities. As part of the Program, it is the Board's intention to distribute filters in accordance with the LCRI and requirements for filters following a replacement of the service line, and in 2027, expanded to include disturbances to the service line.

Historically, lead levels in the water system have not exceeded the Action Level for lead, based on the concentration used in the Lead and Copper Rule of 15 ppb. The Final LCRI reduced the Action Level for lead to 10 ppb. In the event that the Action Level for lead is exceeded on multiple occasions, the Program Manager's scope could be expanded during negotiations for contract renewal to include the supply and distribution of point-of-use filters before lead line replacement.

The Program Manager shall:

- Be responsible for complying with the filter distribution requirements of the Final LCRI,
- Procure and directly contract the services of a Vendor to provide and distribute point-of-use filters. Filters must be certified to meet NSF/ANSI Standards 42 and 53 for lead removal for drinking in drinking water and must be guaranteed to not remove fluoride.
- Distribute filters and an adequate supply of replacement cartridges for six (6) months of use to residents immediately following service line replacement. Where a service line supplies drinking water to multiple units within a building, provide a filter to each unit.
- Develop an SOP to provide additional replacement cartridges to large water users; similarly, develop an SOP to accommodate customers who refuse a filter because they can demonstrate that they already have a filter certified to meet NSF/ANSI Standard 53 for lead removal. The Program Manager shall only provide replacement cartridges to residents that were previously supplied a filter by the Board,
- Provide residents with written instructions on how to properly use the filters and replacement cartridges; distribute the instructions with the filters.
- Expand filter distribution to customers where the service line has been disturbed, but not necessarily replaced, per the requirements of the Final LCRI.
- Undertake all reasonable efforts to distribute undamaged filters, with instructions, such that the filter is available to the residents immediately after the service line is replaced.

Deliverables:

1. Contract documents (60%, Final) to procure the supply and storage of pitcher filters. and annual costs for the same.
2. Written information with instructions for the proper use and maintenance of the filter and replacement cartridges; provide with the filter to residents.
3. Monthly updates on the number of households receiving filters and confirmation that filters and a six (6) month supply of replacement cartridges are delivered to customers in compliance with the LCRI requirements.

Task 3.4 – Post-Replacement Water Quality Kits

The Board does not have adequate capacity at their lab to analyze water quality samples following lead line replacement required by the Final LCRR. The Board intends for the Program Manager to assume the responsibilities for post-replacement water quality sampling required under the Final LCRI. The Board will continue to manage LCR compliance sampling and customer requested tap sampling. Results from LCR compliance sampling and customer requested sampling will be provided to the Program Manager.

The Program Manager shall directly contract with a Vendor for the supply, distribution and analysis of post-replacement water quality samples. The Program Manager shall offer a sampling kit to all properties where the service line has been replaced as part of the Program. For customers that respond to the offer of post-replacement sampling, the Program Manager shall be responsible for overseeing the distribution and processing of water quality testing kits such that the customer can collect a tap sample, have the sample analyzed and receive the results within three (3) to six (6) months after service line replacement.

The Program Manager shall:

- Be responsible for the post-replacement water quality sampling requirements of the Final LCRI.
- Procure and directly contract with a Vendor to supply water quality testing kits and analyze tap samples for lead. The Program Manager shall provide or coordinate storage space as required.
- Distribute and collect post-replacement water quality testing kits, arrange for sample analysis, and report results to the Board and the customer.
 - Provide a water quality testing kit at every property where the service line is replaced.
 - Provide a water quality testing kit to each household in a multi-family dwelling.
- Collect tap samples and analyze the water sample for lead using an accredited lab in accordance with State and Federal requirements.
- Contract with an accredited laboratory service provider to perform the analytical work associated with post-replacement water quality sampling.
- Communicate results from sampling to the customer (as required in the LCRI) and the Board (monthly).
 - Where lead is measured above the threshold identified in the operationalization of the Draft Lead Line Replacement Plan notify the resident, property owner and the Board promptly per LDH and LCRI requirements.
- Track distribution of water quality sampling kits to confirm that all properties, or households as applicable, receive a water quality sampling kit no later than four (4) months following lead line replacement, including any properties that report a missing or damaged testing kit.

Deliverables:

1. Contract documents (60%, Final) for the supply, distribution, analysis and reporting for post-replacement water quality sampling as required under the Final LCRR and Final LCRI.
2. SOP for post-replacement water quality sampling
3. Written instructions for how to collect the water quality sample and return the sample to the Vendor.
4. Written results to the customer; for elevated lead samples, written results to the customer and Board per LDH and LCRI requirements.
5. Monthly reports of water quality test kit distribution and summary of results, including confirmation that offers to sample water quality after service line replacement have been made to all properties with a service line replacement per the timing requirements of the Final LCRI.

Task 4 – Construction Management Services

The Program Manager shall be responsible for providing construction management services throughout execution of the Program, including:

- Review of Contractor/Vendor Pay Requests.
- Review and approval of Contractor shop drawings.
- Review and approval of change and/or field orders.
- Certification of the work performed by the Contractor(s).

The Program Manager shall:

- Oversee and administrate the work of Contractor(s) in accordance with the Board’s Lead Line Replacement Plan updated in Task 3 and any applicable standards, laws, and State and Federal regulations.
- Host annual training workshops for Contractor(s), discussing topics such as community engagement and applicable technology updates.
- Organize and lead at least two “lessons learned” meetings each year with the Contractor(s), the purpose of which is to capture potential efficiencies and best practices which may be used in subsequent program years.
- Submit a Construction Preparedness Plan annually, 60 days prior to year-end. The Construction Preparedness Plan must be approved by the Board prior to commencing the following year’s work. The Plan must detail, at a minimum:
 1. Procedures by which service line materials will be identified (including equipment and staffing needs).
 2. Procedures to replace a service line (including equipment and staffing needs) and connections to watermains constructed with the materials used in the Board’s water system.
 3. Procedures for traffic control planning, including deployment of signage in work areas prior to construction.
 4. Procedures to reference the annual Communications Plan, such as timing for outreach materials provided to customers within the work area prior to construction.
 5. Requirements for property restoration.
 6. Field crew organizational chart (number of staff per replacement and inspection, and their roles).
 7. Field data collection procedures, including how quality assurance of data is performed.
 8. Process for excavation below the groundwater table.
 9. Plumber Certification Plan.
 10. Construction Health and Safety Plan.
 11. Annual training plan.
- Submit an annual Health and Safety Report, detailing all safety observations, incidents, and near misses during the calendar year, and how each issue was addressed.
- Support the Board with Contractor review(s), recompeting the work annually, and/or negotiation(s) for award, as requested by the Board.

Deliverables:

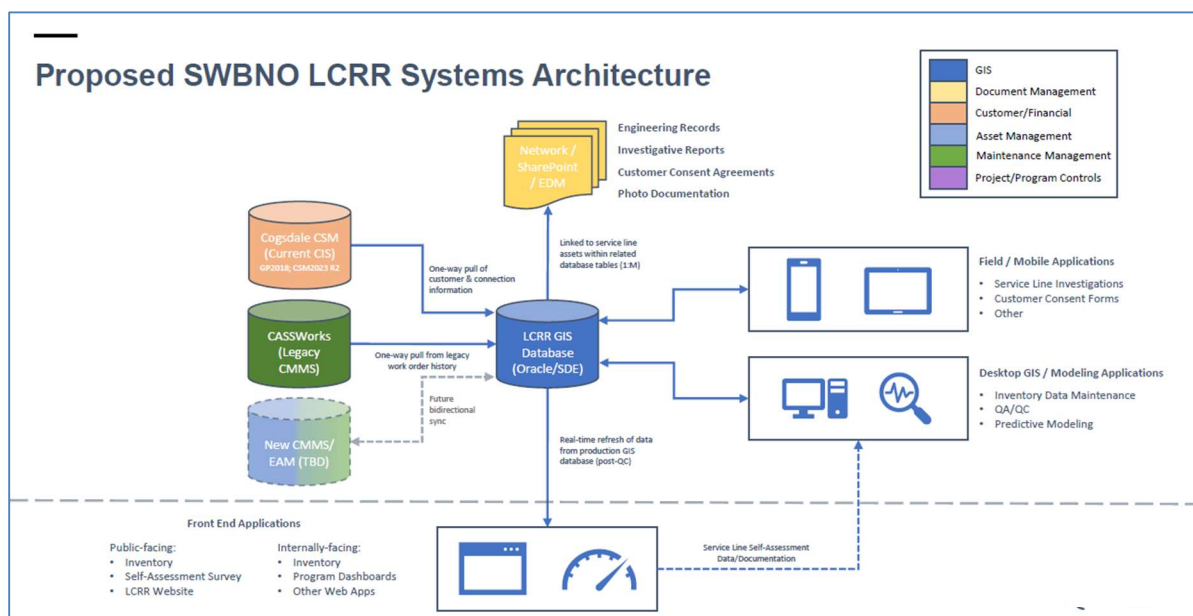
1. Construction Preparedness Plan (annually).
2. Health and Safety Report (annually).
3. Plumber Certification Plan.
4. Monthly updates on the status of permits, open/closed and forecast to be pulled.

Task 5 - Program Data

The Program Manager shall be responsible for managing the overall Program database and all associated data, which is anticipated to include, but is not limited to, the service line inventory, customer consent agreements, investigative activities, planned and completed replacements, predictive models (including assumptions, inputs and results, if used), and any other data required to support the successful delivery of the Program.

The Program is currently using Esri's ArcGIS Online platform for service line inventory management and CASSWorks as the Computerized Maintenance Management System (CMMS). It is anticipated that a new CMMS and/or Enterprise Asset Management (EAM) System will be selected and implemented within the next 24 months and will likely not be available to support the Program during the initial two-year contract for the Program. It is expected that the Program Manager will also need to pull data from the Board's Customer Information System (CIS), which is Cogsdale CSM.

A schematic of the anticipated data solution architecture is provided below:



It is anticipated that a more robust, GIS-centric database will need to be developed to support the needs of the Program, and the Program Manager will be responsible for designing, developing and maintaining the Program database, identifying all technology solutions that will be employed to support the Program, integrating existing datasets/databases and existing business systems as needed, and developing all documentation and training materials for the Program.

The Program Manager shall:

- Maintain the service line inventory, including public and private portions of the service line, with all required attributes to meet State and Federal regulatory requirements for service line inventories.
- Develop and maintain a database to track and action investigations, consent, replacements, filter distribution and water quality kit distribution, and any other activities necessary to operate or execute the Program.
- Develop applications as needed to collect data from field activities, as well as associated media.
- Maintain a Program dashboard to communicate progress and status to meet the Board needs.
- Maintain a public-facing Program website, to include an interactive service line material map, the contents of which will be detailed out in the Communications Plan.

Task 5.1 – Database

The Program Manager will be responsible for establishing and maintaining the Program database and provide documentation for how to use and maintain the database.

The Program Manager shall:

- Create and maintain a database, including a dashboard, capable of providing the Board with detailed information pertaining to the work at the property level and Program overall, including but not limited to:
 - Permit log.
 - Signed customer agreements.
 - Photos of investigations and/or replacements, both before and after work is performed
 - Payment and overall Program financials
- Enter only QA reviewed data into the database; document the QA procedure used for database entries.
- Data will be stored within a secure environment throughout the duration of the Program, and will not be shared externally without the consent of the Board.

Deliverables:

1. Database schema and documentation on data standards & specifications.
2. Final program database, in a format to be agreed upon between the Board and the Program Manager.
3. All documentation, engineering records, investigative reports, photos and related documents that have been collected and organized through the course of the Program.
4. Weekly updates to the Program dashboard.
5. Annual reports.

Task 5.2 – Inventory

The inventory is used to select properties for investigations and ultimately select properties for lead line replacements. The inventory is also used to document the status and type of replacement performed, distinguishing for full or partial lead and galvanized requiring replacement.

The Program Manager shall:

- Maintain the inventory as required for compliance with the Final LCRI.
- Maintain documentation to describe how the material of each service line is designated in the inventory and any assumptions used to adjust the inventory as a whole.
- Maintain an interactive web based, GIS map of the service line inventory within the distribution boundary of the Board's water supply; include actual and planned replacement dates and areas/addresses.
- Record the total number of service lines by material and any changes therein.
- Track the percentage of service lines verified and replaced relative to the total number of service lines in the water system.
- Manage the processes and procedures for collecting data and reporting updates to the inventory.
- Track the phase of construction for each property and update the interactive map accordingly.
- Track completed construction activities.

Deliverables:

1. Weekly updates to GIS-based service line inventory and quarterly updates to the lead map available on the Board's website.
2. Monthly updates to the Program dashboard to allow the Board to track progress on investigations and replacements.

Task 5.3 – Predictive Model

The Board has contracted with Blue Conduit to develop a predictive model for the materials inventory for their water system. The predictive model employs historical data from the Board’s archives to forecast a given property’s likeliness of having a lead service line and is used to inform the Board’s materials inventory for the purpose of prioritizing replacements. One final run with the predictive model will be undertaken in January 2025. The Board’s contract with Blue Conduit expires in June 2025, and it is the Board’s intention that the Program Manager will assume responsibility for updating and maintaining the predictive model developed by Blue Conduit, if the Program Manager chooses to use the predictive model. The Program Manager has the discretion to decide whether to maintain and update the existing predictive model using their own resources, contract directly with Blue Conduit or contract directly with another third party.

Deliverables:

1. Documentation to describe the development, maintenance, and modifications to the predictive model, if used.
2. Integration of predictive model outputs into the Program database, if used to inform the inventory and/or prioritization of investigations and/or replacements.

Task 5.4 – Reporting

The Program Manager shall track and prepare an annual report including but not limited to the following features and status of the inventory at the end of each program year for the water system as a whole and for disadvantage communities within the water system:

- The number of lead lines, the number of galvanized requiring replacement lines, the number of non-lead lines, and the number of lead status unknown service lines in the initial inventory.
- The number of lead lines that have been replaced in full, the date of replacement, the type of replacement (partial, full) and the address associated with each line replaced.
- The number of galvanized requiring replacement lines replaced, the date of replacement, the type of replacement, and the address associated with each service line replaced.
- The number of lead status unknown service lines remaining in the inventory.
- The number of non-lead service lines in the inventory.
- The total number of service lines initially inventoried as “non-lead” later discovered to be a lead service line or a galvanized requiring replacement service line.
- The total number of service lines designated as Lead, Galvanized Requiring Replacement, and Lead Status Unknown for the water system.

Deliverables:

1. Annual Report, finalized and ready for submission within thirty calendar (30) days after the end of Program year.

Task 6 – Communications, Education and Outreach

Task 6.1 – Communication, Outreach and Education

The Program Manager shall be responsible for promoting the Program including updating existing materials and developing new materials to support the Program needs. The efforts undertaken as part of this task must address the overall Program to the broader community as a whole while also providing details to individual households participating in the Program.

Building on the Draft Communications Plan, the Program Manager shall:

- Make modifications to the Draft Communications Plan to meet the Program Needs and to address the requirements of the Final LCRR and Final LCRI.
- Submit the Communications Plan annually for Board approval sixty (60) days prior to year-end that details, at a minimum, the following:
 1. Summary of previous Program years communication to internal and external stakeholders, education and outreach activities completed and any recommended changes for the subsequent year.
 2. Number of community meetings hosted per year in disadvantaged communities.
 3. Number of community meetings attended per year (in addition to the hosted meetings) to support outreach efforts delivered by the Board or their representatives.
 4. Plan for focusing on disadvantaged communities as identified in the annual Lead Line Replacement Plan.
 5. Plan for consent outreach in areas targeted for replacement as identified in the annual Lead Line Replacement Plan.
 6. Methods and number of opportunities to receive customer feedback, answer questions and provide further community education.
 7. Plan for any other outreach efforts to encourage participation in the Program.
 8. Plan for communications with internal stakeholders, including City staff, about the Program and their role to contribute to the success of the Program.
- Develop public outreach and education materials for, at a minimum:
 1. Consent outreach.
 2. Program enrollment status based on service line material designation.
 3. Educational materials before construction commences (to describe what the residents can expect during construction).
 4. Educational materials during construction (e.g., traffic notices).
 5. Post-replacement premise plumbing flushing instructions.
 6. Post-replacement filter use and maintenance instructions.
 7. Post-replacement water quality testing instructions.

Deliverables:

1. Annual Communications Plan, approved by the Board, and updated annually for submission 60 days before end of the contract year.
2. Outreach materials.

Task 6.2 – Call Center

The Program Manager shall provide a call center, content for the Board’s Lead Awareness page, and a toll-free number that customers can call to ask questions concerning the Lead Line Replacement Program, to notify the Board of a customer-initiated replacement and/or to report problems concerning the Program work.

The Program Manager shall incorporate the following requirements for the call center:

- Provide an automatic call distribution (ACD) system capable of receiving and queuing calls.
- Provide the flexibility to route calls to waiting agents.
- Collect and report data on call volumes, waiting times, abandoned rates, and durations.
- Staff the call center to be able to answer at least 85 percent of all calls within one minute.

- Staff the call center between the hours of at least 7:00 a.m. and 8:00 p.m. (GMT-4), Monday through Saturday.
- Indicate proposed call center hours and availability of web access for scheduling appointments and questions.

The Board prefers a call center physically located within the United States of America.

Deliverables:

1. Monthly reports about the customer call center performance.

Task 7 – Workforce Development

The Program Manager shall develop and implement a Local Workforce Development Plan.

The Program Manager shall:

- Plan to describe how the Program Manager intends to meet the Board’s small, local, disadvantaged business enterprise (SLDBE) goals and objectives as described by the KPIs in the Agreement, see Attachment G.
- Participation plan to encourage the local workforce to join the trades and become registered.
- Plan for a multi-year mentor/protégé program to develop meaningful career/job opportunities for skilled and unskilled labor necessary to deliver the Program.
- Outreach plan to encourage potential Contractors, updated annually in alignment with expectations for contract renewal.

Deliverables:

1. Local Workforce Development Plan, updated annually.
2. Quarterly reporting to document progress toward achieving SLDBE participation goals.

Task 8 – Funding

The Program Manager is expected to identify funds for sustainable delivery of the Program beyond the initial funding. The Board reserves the right to decline funding identified by the Program Manager if the Board deems the terms and conditions of the funding to be unacceptable.

The Program Manager shall:

- Develop a Funding Pursuit Plan to identify potential funding sources for the Program in addition to DWSRF.
- Assist the Board with funding applications.
- Identify which Program tasks are eligible or ineligible for funding.
- Monitor compliance for awarded grants and loans and provide reporting as required for all sources of funding which may include but is not limited to compliance with Davis-Bacon, Build America Buy America, etc.
- Provide all necessary invoicing documentation to allow for reimbursement by funding agency or agencies.

Deliverables:

1. Annual list of funding opportunities identified, number of applications submitted (if a source was identified, but an application was not submitted, identify the reason why, the total amount of funding for which applications were submitted and amount of funding received).

2. Annual funding report providing an overview of total program funds received, any due dates for spending, remaining funds available, projected spend rate, and available funding impacts on the ability to meet Program goals.
3. Grant and loan compliance reporting and documentation as required by the funding agency or funding entity.

END OF SCOPE OF WORK

ATTACHMENT F

DEFINITIONS

Capitalized words and phrases used in this Request for Proposals shall have the following meanings. Parties that submit documents in response to this RFP are referred to as “**Respondents**” and all documentation submitted by a Respondent in response to this RFP, which has been accepted by the Board, in whole or in part, are referred to as “**Proposal**”. The entity that is selected by the Board to enter into the Professional Services Agreement is referred to as the “**Selected Respondent**”, and the Selected Respondent that executes the Services Agreement is referred to as the “**Successful Respondent**”.

- “**Addenda**” means a written document issued by the Board that amends the terms and conditions of this Request for Proposals.
- “**Agreement**” refers to the Agreement that will be executed by the Successful Respondent regarding the Services, and which substantially complies with the principles and the terms set in the Agreement attached hereto.
- “**Authority**” means a court of law or administration tribunal having jurisdiction, a government agency, body, corporation, organization, department or authority responsible for making, administering or enforcing any Applicable Law.
- “**Baseline Inventory**” means the lead materials inventory described in the Final LCRI and due in 2027.
- “**Basis of Payment**” is the measurement by which the Contractor is paid.
- “**Basis of Renewal**” is the measurement by which the Contractor’s contract extension is based on.
- “**Board**” means the Sewerage and Water Board of New Orleans. Also referred to as “**SWBNO**”.
- “**Conflict of Interest**” means a principle under which outside activities, relationships, or financial interests of a recipient are determined to be proper or improper to prevent an individual from appearing to be or being motivated by a desire for private gain or self- interest.
- “**Consultant**” means the entity contracted directly with the Board to perform an agreed upon scope of work for professional services.
- “**Contractor**” means the entity contracted directly with the Board to perform an agreed upon scope of work for construction services, for example lead line replacement.
- “**Days**” means Business Days unless the term “calendar days” is specifically used.

- **“Disadvantaged Community”** as defined by the Louisiana Department of Environmental Quality (LDEQ) means a “Community that meets one or more of the following affordability criteria using the most recent American Community Survey (ACS) dataset published by the U.S. Census Bureau: a) Median Household Income (MHI) less than the State MHI, b) Percentage of population unemployed is greater than the State percentage, c) Percentage of population growth over the two most recent years is less than the State percentage.”. The Board uses a data center run by Tulane University and the Poverty Levels from Census Tract to obtain information about properties that qualify.
- **“EDBE”** means Economically Disadvantaged Business Enterprise.
- **“Eligible customer”** means the customer at a property where the service line has been replaced or disturbed (as defined in the EPA’s Final LCRI) for the purpose of filter distribution.
- **“Emergency”** means a sudden event affecting the approximal water main, service line, or the operations and maintenance of construction activities which requires an immediate response in order to prevent damage or injury, including incidents affecting personal or public safety or which may cause serious violations or anticipated violations of Applicable Law or damage to the environment.
- **“EPA”** is the United States Environmental Protection Agency.
- **“Full Service Line Replacement”** and **“Full Lead Service Line Replacement”** as used in the EPA’s Final LCRR and Final LCRI means a replacement of the service line from the main to meter and continues meter to building (regardless of ownership). Upon completion of the lead service line replacement, the entire service line meets the SDWA Section 1417 definition of lead-free.
- **“GRR”** and **“Galvanized Service Line Requiring Replacement”** means a galvanized service line that is or ever was downstream of an LSL or is currently downstream of an unknown service line.
- **“Identification”** means the procedure to designate the material of the service line using the minimum requirement of LDH of one (1) pothole approximately 18” to 24” from the meter box for each portion of the service line being verified. Therefore, two (2) potholes (one on each side of the meter), are required to physically verify both the public and private portions of the line. See <https://ldh.la.gov/page/LSLI> for more information.
- **“Initial Inventory”** means the inventory required under the Final LCRR due Oct. 16, 2024. Also referred to as the “Oct. 2024 inventory”,
- **“Investigation”** means identification of the material composition of the water line as part of updating the materials inventory and therefore performed independently of lead line replacement. An investigation may not result in an immediate replacement, regardless of whether it is lead or GRR. See also **“Verification.”** And **“Identification”**.
- **“JIRR”** refers to the Joint Infrastructure Recovery Response Program.
- **“KPI”** is a key performance indicator.
- **“LCR”** is the EPA Lead and Copper Rule.
- **“LCRI”** is the EPA Final Lead and Copper Rule Improvements.

- “**LCRR**” is the EPA Final Lead and Copper Rule Revisions.
- “**LDEQ**” is the Louisiana Department of Environmental Quality.
- “**LDH**” is the Louisiana Department of Health.
- “**LSL**” and “**lead service line**” as used in the EPA’s Final LCRI. A portion of pipe that is made of lead, which connects the water main to the building inlet. A lead service line may be owned by the water system, owned by the property owner, or both.”
- “**Must**” and “**Shall**” indicate a mandatory requirement that in the view of the Board must be completed with in order for a Proposal not to be rejected. See “**should**”.
- “**MHI**” means the median household income.
- “**Notice**” means the Board’s Safety Orientation Notice.
- “**Partial Service Line Replacement**” as used in the EPA’s Final LCRI. Refers to any replacement work of a service line, that leaves in service any length of lead service line or galvanized service line requiring replacement upon completion of the work. Partial lead service line replacements are not permitted by the Board, unless expressly allowed by the Board in extenuating circumstances and involves customer notification as described in the Final LCRI.
- “**Private Side**” means the portion of the service line from meter to building.
- “**Program**” means the scope of work performed under the Agreement for the Program Management for Lead Line Replacement.
- “**Program Manager**” is the Respondent hired under the Agreement and measured through the KPIs. Also referred to as the “**Successful Respondent**”.
- “**Proposal**” means the document prepared by the Respondent in response to the RFP.
- “**Public Side**” means the portion of service line from the main to meter that is the responsibility of the Board.
- “**Respondent**” means a firm or party or entity that has submitted a Proposal in response to this Request for Proposal. Also referred to as “**Proposer**”.
- “**RFP**” means Request for Proposal
- “**Selected Respondent**” means the Respondent which is recommended by the Selection Committee and selected by the Board to negotiate the Agreement and enter into a final Agreement.
- “**Selection Committee**” means a team consisting of members of Board’s staff as the Board may consider most appropriate in its absolute discretion, and who will perform the evaluation of each of the Proposals and make such reports and recommendations to the Board as they consider appropriate.

- **“Services”** are the Services to be provided by the Successful Respondent to the Board as described in this Request for Proposal and attached Agreement.
- **“Service Line Inventory”** or **“Inventory”** means the lead materials inventory as defined in the EPA’s Final LCRR and contains the information for materials used in the service line at all properties supplied by the Board.
- **“SLDBE”** is the State and Local Disadvantaged Business Enterprise.
- **“Subconsultant”** means any third party directly contracted by the Program Manager to provide agreed upon scope of work or service.
- **“Successful Respondent”** means the Respondent that enters into the Agreement with the Board.
- **“Should”** indicates a requirement that the Board would like the Respondent to address in its Proposal.
- **“Transition Period”** means the length of time during which the Successful Respondent will make preparatory arrangements to provide the Services.
- **“Unknown Lead Status”** as used in the EPA’s Final LCRI and means a service line that has not been demonstrated to meet or not meet the SDWA Section 1417 definition of lead free.
- **“Validation”** is used to refer to Final LCRI requirements to test and confirm the validity of assumptions used to designate a service line as “non-lead”.
- **“Vendor”** means any third party directly contracted by the Program Manager to provide agreed upon services and/or equipment necessary to complete the scope of work.
- **“Verification”** means the identification of the service line material prior to its replacement, as part of the replacement work. A verification resulting in lead or GRR results in an immediate replacement. See **“Identification”**.

ATTACHMENT G

The following Agreement is a sample provided for purposes of illustration. Final terms and conditions of the Agreement are subject to negotiation by SWBNO and the Consultant.

**PROFESSIONAL SERVICES AGREEMENT
SEWERAGE AND WATER BOARD OF NEW ORLEANS
AND
[CONSULTANT]
FOR
PROFESSIONAL SERVICES FOR THE PROGRAM MANAGEMENT FOR LEAD LINE REPLACEMENT
PROGRAM**

THIS AGREEMENT (“Agreement”) is made and entered into as of _____, 2024, by and between the **SEWERAGE AND WATER BOARD OF NEW ORLEANS (“SWBNO” or “Board”)**, herein represented by **GHASSAN KORBAN, its EXECUTIVE DIRECTOR,** and **[CONSULTANT]**, herein represented by **[REPRESENTATIVE]**, duly authorized representative (the “**Consultant**”).

WHEREAS, the Sewerage and Water Board of New Orleans (“Board”) is a political subdivision organized under the law of the State of Louisiana, responsible for providing safe and reliable water, sanitary sewerage and drainage and drainage services throughout New Orleans; and

WHEREAS; and

WHEREAS, and

WHEREAS; and

WHEREAS; and

WHEREAS; and

NOW THEREFORE, both the Board and the Consultant desire to execute this Agreement to commemorate the engagement and performance by Consultant of the professional services described herein related to Program Management for Lead Line Replacement Program and provide more fully relative thereto, and therefor agree as follows:

I. THE CONSULTANT’S OBLIGATIONS

Consultant’s obligations are fully described in this Agreement and **Exhibit B** attached hereto and hereby made a part of this agreement upon execution by all parties.

A. Services. The Consultant will, accordance with the schedule approved by the Board:

1. Perform all other services and obligations as set forth in herein and in **Exhibit B**.
2. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Consultant as set forth in the Agreement.
3. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the Board, at no additional compensation.
4. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf.
5. Perform all requirements set forth in La. R.S. 38:2192, including without limitation the payment of any associated costs, and submit a copy of any recorded documents to the Board within thirty (30) days after the approval of the associated plan change or amendment; and
6. Provide a project organizations chart depicting the production staff proposal for the work under this agreement. Board approval will be required for the initial version including any subconsultant services and any proposed revisions.
7. Provide a corporate resolution attesting to the authority of the execution of this agreement on its behalf.
8. Cooperate with the Board and any person performing work for the Board.

The Board's officer and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope of or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Standards. The Consultant, and any person performing work on its behalf, will perform all work under this Agreement in accordance with applicable industry standards.

C. Compliance with Laws. The Consultant, and any person performing work on its behalf, will perform all work under this Agreement in accordance with applicable industry standards.

D. Schedule.

1. The Consultant will perform all work under this Agreement according to the schedule detailed in the applicable Consultant Work Order Proposal.

The Consultant will submit a proposed progress schedule to the Board within fourteen (14) calendar days of receiving written authorization to proceed from the Board and then monthly with each invoice thereafter. As a minimum, the schedules must include a description of the work completed during the reporting period, an update of the remaining work to be complete in the form of an estimate of the fee necessary to complete the balance of the work remaining, explanation of any extra work completed beyond the scope of services along with documentation authorizing such services

2. The Board has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.
3. The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement.

E. Invoices.

1. The Consultant will submit monthly invoices for work performed under this Agreement to the Board no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the Board is not liable. All invoices must be signed by an authorized representative of the Consultant under penalty of perjury attesting to the validity and accuracy of the invoice.

2. All invoices will be in a form approved by the Board and shall be accompanied by labor and expense documentation. All direct expenses charged shall be itemized and in accordance with No. 3 below. The Board may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.
3. The Consultant will submit to the Board one (1) original invoice and four (4) copies with any of back-up or verification documentation required by the Board. The invoices will be in a form previously approved by the Board and must show at a minimum all services performed in the prior month, all time expended in the performance of those services, the rates for each service provided, the costs for which Consultant seeks reimbursement, and the amount that the Consultant claims is due for those services.
4. Any reimbursement for travel expenses, if allowed, will be capped at the CONUS rates set by the United States General Services Administration for the applicable locality in question (primarily New Orleans unless travel is to another location for Board business and is pre-approved in writing by Board Management).
5. Personal vehicle mileage shall be reimbursed in accordance with the current IRS standard.
6. Air travel must be at the least expensive of published advance-fare coach fares based upon travel times which minimize the total costs to the Board of the air fares and any associated labor expense. Any last-minute airfare ticket purchases will be reimbursed at the applicable 14-day advance fare unless pre-approved by Board Management. Seating upgrades are not reimbursable.

F. Records and Reporting.

1. The Consultant will maintain all books, documents, papers, accounting records, invoices, materials, records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of three years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, the Consultant will deliver to the Board all plans and records of work compiled through the date of termination.
2. The Consultant will provide reports as requested by the Board.
3. The Consultant is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the Board.

G. Audit and Inspection.

1. The Board shall have the right to audit by its personnel or its authorized representative at all reasonable times, any and all records pertaining to the administration of this contract by the consultant, including its records of any subconsultant(s) employed on the contract. Such records shall be made and kept by the consultant in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, correspondence and subcontract files (hard copies as well as computed readable data, if it can be made available).
2. Records subject to the audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with this contract. The Board also reserves the right to interview employees, make photocopies, and inspect any and all records at a reasonable time for a minimum of five (5) years after completion of the project or formal acceptance by the Board of the contract. Consultant shall retain such files of the project as described herein for a minimum of five (5) years after completion of the project or formal acceptance of the contract of the Board.

3. The Consultant will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Consultant to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. Consultant agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

H. Quality Assurance & Quality Control

1. All Consultant project deliverables and/or contract documents must undergo a quality assurance/quality control including constructability reviews (where construction documents are part of the project deliverables) before documents are submitted to the Board. These reviews yield more accurate deliverables, including but not limited to cost estimates and schedule projections, fewer Consultant contract amendments, higher quality bid documents, responsive and project submittals, fewer change orders during construction, and fewer consultant claims. Quality Assurance/Quality Control-Constructability (QA/QC-C) review costs are part of the project budget.
2. The primary responsibility for this task falls on the Consultant to ensure that necessary coordination is occurring between the Board and the Consultant as well as the various project Subcontractors and Stakeholders. The Consultant must submit a Quality Control Plan (QCP) before beginning work on the project. The QCP is the document against which the Consultant's QA/QC-C compliance efforts are measured.
3. The Consultant must assign QA/QC-C review tasks to a qualified person(s) that are not engaged in day-to-day activities related to the project. If the firm does not have an independent person available, they should retain a QA/QC-C Subconsultant. Please note that the Board's review of the Consultant's QA/QC-C program in no way releases the Consultant of their professional liability regarding the project submittals and deliverables.

Key Terms Include:

Quality Assurance — A comprehensive program that verifies a process, software application, hardware system, project organization, facility, structure, system or component will perform satisfactorily and safely in service. A recognized benchmark is International Organization for Standardization (ISO) Standard 9001 "Quality Management Systems".

Quality Control — The process of identifying and applying appropriate technical and professional standards when producing project documents that meet or exceed the user's requirements.

Constructability — A review process using experienced persons with extensive construction knowledge early and throughout the design phase to ensure projects are buildable, while also being cost-effective, biddable, and maintainable.

I. Insurance.

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Consultant will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

Consultant shall maintain at its own expense and in good standing, such insurance as will protect the Board, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Consultant itself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Consultant and its insurers shall agree to waive all rights of subrogation, except on their Professional Liability Policy, against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Consultant for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Risk Manager of the Board. In general, insurance is to be placed with insurers with a Best's rating of at least A- V, although this requirement may be reviewed and modified by the Risk Manager of the Board in the best interest of the Board. The Risk Manager may also consider performing such review upon written request from Consultant. Consultant shall furnish the Board with certificates of insurance affecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates of insurance are to be received and approved by the Risk Manager of the Board before work commences. In the event of a claim, Consultant shall make applicable insurance policies available for review by the Board. Consultant shall retain its rights to restrict disclosure of Consultant's proprietary information.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by Consultant during the entire term of the Contract:

- a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**, as will protect it from claims under Workers' Compensation Laws. The Workers' Compensations section of the policy shall afford statutory limits and be in accordance with all Louisiana Worker's Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limits for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.
- b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

- c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising out of any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 each accident for all injuries, property damage, and/or death resulting from any one occurrence.
- d) **ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE**, with a limit of not less than \$2,000,000 each Claim/Aggregate and sufficient to protect the Consultant, the Board, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Consultant's negligent performance of work described herein.

In addition, Consultant shall be required to furnish to the Risk Manager of the Board all copies of investigative reports with regard to any and all claims filed with the Consultant and his insurance carriers relative to the contract, with the exception of claims filed against its Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Board for Consultant's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve Consultant of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Board. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board. Consultant and/or its insurer shall notify the Risk Manager of the Board at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire.

Consultant shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event Consultant fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Board will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of Consultant and any expenditure incurred by the Board of this coverage will be deducted from any balance due to Consultant.

- 2. The Consultant will provide the Board with the following documents within ten (10) calendar days of this Agreement's effective date and at any other time at the Board's request:
 - a. Proof of coverage for each policy of insurance required by this Agreement;
 - b. Copies of all policies of insurance, including all policies, forms and endorsements; and
 - c. Statements disclosing any policy aggregate limit.
- 3. Without notice from the Board, the Consultant will:
 - a. Replenish policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
 - b. Substitute insurance coverage acceptable to the Board within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and

- c. Notify the Board's Risk Manager in writing within forty-eight (48) hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

J. Indemnity.

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

K. Safety.

1. If this transaction requires the Consultant or subconsultant's employees to enter the Board's facilities or job sites, a senior employee of the Consultant and/or any subconsultant will review the Board's Safety Orientation Notice (Notice) and will explain this Notice to every employee who will enter Board facilities. This Notice is included as a part of the specifications for this contract. In addition, the Consultant shall provide proof of its own safety plan and documentation of its application of Consultant's safety plan to this contract.

II. REPRESENTATIONS AND WARRANTIES.

A. The Consultant represents and warrants that:

1. The Consultant, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement.
2. The Consultant has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;
3. The Consultant is bonded, if required by law, and full and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omission of the Consultant, its employees, or its subconsultants in the performance of this Agreement;
4. The Consultant is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Consultant's performance of this Agreement;

5. The Consultant has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the Board and incorporated into this Agreement;
6. The Consultant is not in breach of any federal, state, or local statute or regulation applicable to the Consultant or its operations;
7. Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to the Consultant's most favored customer for the same or substantially similar services;
8. The Consultant has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and
9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Consultant and the execution of this Agreement by the Consultant's representative constitutes a sworn statement, under penalty of perjury, by the Consultant as to the truth of the foregoing representations and warranties.

- B. Convicted Felon Statement.** The Consultant complies with City Code § 2-8(c) and no principal, member, or officer of the Consultant has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
- C. Non-Solicitation Statement.** The Consultant has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Consultant has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.
- D. Employee Verification.** The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subconsultants to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the Board occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant will provide to the Board a sworn affidavit attesting to the above provisions if requested by the Board. The Board may terminate this Agreement for cause if the Consultant fails to provide such the requested affidavit or violates any provision of this paragraph.
- E.** The Consultant acknowledges that the Board is relying on these representations and warranties and Consultant's expertise, skill, and knowledge and that the Consultant's obligations and liabilities will not be diminished by reason of any approval by the Board.

III. THE BOARD'S OBLIGATIONS.

- A. Administration.** The Board will:

1. Administer this Agreement through the Business Services Department;
2. Administer the procurement process for lead line replacement contractors;
3. Provide the Consultant documents deemed necessary for the Consultant's performance of any work required under this Agreement; and
4. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Consultant.

B. Payment. The Board will make payment to the Consultant at the rate of compensation established in this Agreement based upon the Consultant's certified invoices, except:

1. The Board's obligation to pay is contingent upon the Consultant's: (a) submission of a complete and accurate invoice; (b) satisfactory performance of the services and conditions required by this Agreement;
2. The Board, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;
3. The Board may set off any amounts due to the Consultant against any amounts deemed by the Board to be owed to the Board by the Consultant pursuant this Agreement; and
4. All compensation owed to the Consultant under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the Board.
5. The Board is not obligated under any circumstances to pay for any work performed or costs incurred by the Consultant that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the any change order within the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the Board, and no work has taken place; arise from or relate to the correction of errors or omissions of the Consultant or its subconsultants; or the Board is not expressly obligated to pay under this Agreement.
6. If this Agreement is terminated for any reason, the Board will pay the Consultant only for the work requested by the Board and satisfactorily performed by the Consultant through the date of termination, except as otherwise provided in this Agreement.

IV. COMPENSATION.

A. Rate of Compensation.

1. Compensation will be paid in accordance with the terms of this Agreement.
2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the Board in accordance with the terms and conditions of this Agreement.
3. The stated compensation is inclusive, and includes no additional amounts for, the Consultant's costs, including without limitation all expenses relating to overhead, administration, subconsultants, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The Board will not consider or be obligated to pay or reimburse the Consultant any other charges or fees and the Consultant will not be entitled to any additional compensation or reimbursement, except as otherwise specifically provided in any approved Consultant Work Orders made a part of this Agreement.

B. Maximum Amount. The maximum amount payable by the Board under this agreement is **[to be included based on final negotiated contract amount] DOLLARS.**

V. DURATION AND TERMINATION.

- A. Initial Term.** The initial term of this Agreement is two (2) years from the Effective Date.
- B. Extension.** The Board may extend the term of this Agreement for no more than eight (8) one-year (1-year) periods pursuant to validly executed amendments, provided that: any extension of this Agreement is subject to and contingent upon the encumbrance of funds; and the Board's determination that the extension facilitates the continuity of services provided under this Agreement.
- C. Termination for Convenience.** The Board may terminate this Agreement at any time during the term of the Agreement by giving the Consultant written notice of the termination at least thirty (30) calendar days before the intended date of termination.
- D. Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the Board will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.
- E. Termination for Cause.** The Board may terminate this Agreement immediately for cause by sending written notice to the Consultant. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the Board's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code §2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.
- F. Suspension.** The Board may suspend this Agreement at any time and for any reason by giving two (2) business day's written notice to the Consultant. The Consultant will resume work upon five (5) business day's written notice from the Board.

VI. DECLARED DISASTER

- A. Declaration.** During the declaration of an emergency by federal, state, and/or local government, the Consultant shall provide support to SWBNO on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by the Consultant will vary and may need to be adjusted as needs are identified. The Consultant may be requested to provide a range of services. Said services may need to be rendered on a continual basis (24 hours /7 days per week) during the declaration of an emergency.
- B. Task Order. Notification and Personnel.** Prior or during the declaration of an emergency, the SWBNO will notify the Consultant via task order if SWBNO requires the Consultant's support. Upon activation by task order, the Consultant will provide SWBNO with contact information of personnel assigned to the task order; and coordinate with SWBNO to identify any personnel available to meet SWBNO's needs.
- C. Purchase Order.** Once services are identified, SWBNO will issue a purchase order to the Consultant. SWBNO will issue a subsequent purchase order in case of additional needs for services, or may issue a modified purchase order if changes are made to the initial purchase order.
- D.** The Consultant will ensure that SWBNO is provided with timely and accurate reports and other documentation, as requested.

VII. PERFORMANCE MEASURES

- A. Factors.** SWBNO will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).
- B. Failure to Perform.** If the Consultant fails to perform according to the Agreement, SWBNO will notify the Consultant. If there is a continued lack of performance after notification, SWBNO may declare the Consultant in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, SWBNO will invoice the defaulting Consultant for any increase in costs and other damages sustained by SWBNO. Further, SWBNO will seek full recovery from the defaulting Consultant.

VIII. NON-DISCRIMINATION

- A. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Consultant (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
- B. Non-Discrimination.** In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the Board working with the Consultant in any of Consultant's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
- C. Incorporation into Subcontracts.** The Consultant will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subconsultants to comply with those provisions.
- D.** The Board may terminate this Agreement for cause if the Consultant fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

IX. INDEPENDENT CONSULTANT

- A. Independent Consultant Status.** The Consultant is an independent consultant and shall not be deemed an employee, servant, agent, partner, or joint venture of the Board and will not hold itself or any of its employees, subconsultants or agents to be an employee, partner, or agent of the Board.
- B. Exclusion of Workers' Compensation Coverage.** The Board will not be liable to the Consultant, as an independent consultant as defined in La. R.S. 23:1021(7), for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person

employed by the Consultant will not be considered an employee of the Board for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Consultant, as an independent consultant, is being hired by the Board under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Consultant nor anyone employed by it will be considered an employee of the Board for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Consultant has been and will be free from any control or direction by the Board over the performance of the services covered by this contract; (b) the services to be performed by the Consultant are outside the normal course and scope of the Board's usual business; and (c) the Consultant has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Consultant, as an independent consultant, will not receive from the Board any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the Board under this Agreement.

X. NOTICE

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

1. To the Board:

General Superintendent
Sewerage and Water Board of New Orleans
625 St Joseph Street, Room 311
New Orleans, LA 70165
(504) 585-2365

AND

8800 South Claiborne Avenue, Room 102
New Orleans, LA 70118
(504) 865-0412

&

Office of Special Counsel
Sewerage & Water Board of New Orleans
625 St. Joseph St., Room 201
New Orleans, Louisiana 70165
(504) 585-2236

2. To the Consultant:

Representative
Consultant Firm Name
[Address 1]
[Address 2]

Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted

delivery. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above. Email addresses if set forth are for convenience purposes only.

XI. ADDITIONAL PROVISIONS

- A. Ownership Interest Disclosure.** The Consultant will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes of this provision, an “ownership interest” shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Consultant fails to submit the required affidavits, the Board may, after thirty (30) days’ written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.
- B. Ownership of Records.** All data collected and all products of work prepared, created or modified by Consultant in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Consultant’s personnel and administrative records and any tools, systems, and information used by the Consultant to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, “Work Product”) will be the exclusive property of SWBNO and SWBNO will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the SWBNO’s name.
- C. Subconsultant Reporting.** The Consultant will provide a list of all natural or artificial persons who are retained by the Consultant at the time of the Agreement’s execution and who are expected to perform work as subconsultants in connection with the Consultant’s work for the Board. For any subconsultant proposed to be retained by the Consultant to perform work on the Agreement with the Board, the Consultant must provide notice to the Board within 30 days of retaining that subconsultant. If the Consultant fails to submit the required lists and notices, the Board may, after 30 days’ written notice to the Consultant, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.
- D. Prohibition of Financial Interest in Agreement.** No appointed or elected official or employee of the Board shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any appointed or elected official or employee of the Board shall be deemed to be a financial interest of such appointed or elected official or employee of the Board. Any willful violation of this provision, with the expressed or implied knowledge of Consultant, shall render this Agreement voidable by the Board and shall entitle the Board to recover, in addition to any other rights and remedies available to the Board, all monies paid by the Board to Consultant pursuant to this Agreement without regard to Consultant’s otherwise satisfactory performance of the Agreement.
- E. Conflicting Employment.** To ensure that the Consultant’s efforts do not conflict with the Board’s interests, and in recognition of the Consultant’s obligations to the Board, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the Board in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant’s performance of this Agreement. The Board will make the final determination whether the Consultant may accept the other employment.
- F. Non-Exclusivity.** This Agreement is non-exclusive and the Consultant may provide services to other clients, subject to the Board’s approval of any potential conflicts with the performance of this Agreement and the Board may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

- G. Assignment.** This Agreement and any part of the Consultant's interest in it are not assignable or transferable without the Board's prior written consent.
- H. Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.
- I. Jurisdiction.** The Consultant consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Consultant.
- J. Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of law provisions.
- K. Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the Board or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.
- L. Order of Documents.** In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; the Consultant Work Order Proposal; the Task Cost Report.
- M. Limitations of the Board's Obligations.** The Board has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.
- N. Remedies Cumulative.** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.
- O. Severability.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.
- P. Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, choice of law, shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.
- Q. No Third- Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.
- R. Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.
- S. Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.
- T. Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

XI. SUPPLEMENTAL TERMS AND CONDITIONS

- A. **Permits. The Consultant shall pay for all necessary permits required to complete the work as defined in this Agreement and the Scope of Work. The Board will assist the Consultant, as needed, to acquire the permits. The Consultant shall remain in compliance to local and state regulations during the entirety of the project. The Board has the authority to terminate the contract if the Consultant does not remain in compliance.**
- B. **Hazardous Materials Encountered During Excavation. The Consultant shall not be responsible for any hazardous materials encountered during subsurface excavation that could not reasonably be discovered during construction preparation. The Consultant shall stop all work when hazardous materials are identified and notify the proper authorities. The Consultant shall take any corrective action required by a qualified expert. The Consultant shall not resume work until it is safe to do so and any required permit to continue work under these conditions is obtained.**
- C. **Key Performance Indicators. In addition to performance measures detailed in Article VIII of this Agreement, SWBNO will measure the performance of the Consultant through KPIs. The KPIs will be re-negotiated each year with the Board.**
1. Production
 - a. Ensure replacement of _____ LSLs and GRRs in the **first** year of the program, including schools and licensed childcare facilities.
 - b. Ensure replacement of _____ LSLs and GRRs annually, beginning in the **second** year of the program, including schools and licensed childcare facilities.
 - c. Ensure temporary paving is in place, within the same day as the service line replacement at a property.
 - d. Ensure restoration of paving, permanently, within ___ working days of a service line replacement.
 - e. Ensure replacement of all LSLs and GRRs identified at schools and licensed childcare facilities by end of 2026.
 - f. Maintain an annual replacement rate in disadvantaged communities that is above the overall annual replacement rate.
 2. Funding
 - a. Identify _____ potential grant and loan opportunities per year, in addition to State Revolving Fund (SRF) and Water Infrastructure Finance and Innovation Act (WIFIA).
 - b. Assist SWBNO with _____ funding applications per year.
 - c. Submit invoices to SWBNO within _____ days of the end of the month, with accounts receivable no more than 90 days.
 3. Equity
 - a. Provide an updated and approved Communications Plan each year, 60 days before year-end, demonstrating a focus on disadvantaged communities.
 - b. Deliver 35% of the contract value annually using SWBNO Certified DBE/MBE/WBE firms.
 4. Local economy and workforce development
 - a. Aid in the registration of ___ local plumbers per year.
 - b. Deliver _____ of the labor hours annually using residents of the Orleans Parish.
- D. **Privacy and Data Sharing. The Consultant shall not discuss the program with any member of the media and must direct all questions to the appointed Public Relations contact. The Consultant shall implement necessary safety measures for protecting the personal privacy information of the**

customers. No data sharing shall occur outside of the approved Consultant team unless authorized by the Board.

- E. Future Regulations. In addition to the regulations mentioned in this Agreement, the Consultant must also comply with any future regulations. For example, the Lead and Copper Rule Improvements (LCRI) is anticipated to be finalized in 2024 and may impact the work done under this Agreement.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES CONTAINED ON NEXT PAGES]

Sample

IN WITNESS WHEREOF, the **SEWERAGE AND WATER BOARD OF NEW ORLEANS** and **[CONSULTANT FIRM NAME]**, through their duly authorized representatives, execute this Agreement.

SEWERAGE AND WATER BOARD OF NEW ORLEANS

GHASSAN KORBAN, EXECUTIVE DIRECTOR

FORM AND LEGALITY APPROVED:
Legal Department

YOLANDA Y. GRINSTEAD, SPECIAL COUNSEL

CONSULTANT FIRM

[SIGNATORY, POSITION]

FEDERAL TAX I.D.#

ATTACHMENT H

Reference Check Request Form

See next page. Please use one form for each reference.

Please have the reference return the completed form to Procurement at bids@swbno.org by Dec. 10, 2024.

Sewerage and Water Board of New Orleans
Reference Check Request Form
RFP-Program Management for the Lead Line Replacement Program

Company Name:	
Referee Name:	
Referee Position:	
Referee Email Address:	
Phone Number:	

On a scale of 1-4 indicate by circling a number whether you agree or disagree with the following statements:	1 Unsatisfactory	2 Satisfactory	3 Good	4 Excellent
How well has the vendor met your expectations and requirements?	1	2	3	4
How is your relationship with the vendor?	1	2	3	4
Does this vendor communicate well with your customers?	1	2	3	4
Does the vendor submit reports in a timely manner?	1	2	3	4
How would you rate your project manager?	1	2	3	4
Did the vendor understand the complexity and the requirements of the work at the start of the project?	1	2	3	4

Given the above, would you recommend this candidate for employment (please enter yes or no comment)	
Highly Recommend	
Recommend	
Recommend with Reservation	
Do not Recommend	

Describe the vendor's scope of work performed:

Please complete this form and return it to Procurement at bids@swbno.org by Dec. 10, 2024.

ATTACHMENT I

SUPPLEMENTAL DOCUMENTS

Select background documents, identified below, are available electronically for Respondents to reference to in the preparation of their responses. Please note that several documents referenced below are incomplete “drafts” which may be modified as information becomes available.

The Board is not responsible/liable for the completeness of the documents nor how the Respondents use the content.

Documents available to all Respondents:

- SWBNO Lead Awareness Page ([Lead Awareness - Sewerage & Water Board of New Orleans](#)), including the materials inventory required under the LCRR and customer education (Oct. 2024)
- Draft Lead Service Line Replacement Plan (Nov. 2024)
- Predictive Model Performance Analysis Presentation (Sept. 2024)

Documents available to the Respondent selected for negotiations:

- Detailed inventory as provided to LDH
- Predictive model outputs, indicating the probability of lead from the watermain to the property line (public side) and the property line to the structure (private side)
- Summary report of predictive model development, assumptions and performance evaluation (no date, submitted to SWBNO)
- Predictive Modelling Approach for LSI (Aug. 2024, for submission to LDH)
- Relevant documents describing lead service line replacement practices used by the Board, including guidance on using CASSWorks to document materials and replacements
- Draft Communications Plan



SWBNO Lead Service Line Replacement Plan

(DRAFT - November 2024)

DRAFT

The following document is a “working draft” and, as such, may be subject to further modification as relevant information becomes available. Final terms of the Lead Service Line Replacement Plan will be developed in collaboration with the selected contractor.

List of Abbreviations

SWBNO – Sewerage and Water Board of New Orleans

LSL – Lead Service Line

LSLR – Lead Service Line Replacement

LCR – Lead and Copper Rule

LCRR – Lead and Copper Rule Revisions

LCRI – Lead and Copper Rule Improvements

POU – Point of Use Device

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1 Introduction

1.1 Overview

The purpose of this plan is to illustrate the means and methods by which the Sewerage and Water Board of New Orleans (SWBNO) will identify and remove all lead service lines (LSL) from its distribution system. In the best interest of public health and in keeping with the EPA’s Lead and Copper Rule Revisions (LCRR) and the newly promulgated Lead and Copper Rule Improvements (LCRI), SWBNO will minimize lead exposure by limiting partial lead service line replacements, providing filtration to customers whose lead service lines have been disturbed or replaced, and educating customers about the health effects of lead. In addition to operational efficiency, SWBNO has prioritized equity and environmental justice in the following plan by making disadvantaged areas and sensitive populations key components of the prioritization factors used to schedule LSL replacements.

1.2 Applicable Regulations

Public water systems are subject to several regulations promulgated by the EPA that are related to lead service lines. These requirements include the Lead and Copper Rule Revisions (LCRR) and the new Lead and Copper Rule Improvements (LCRI). The LCRI strengthens several of the LCRR requirements. The LCRI was finalized and promulgated in October of 2024 with a compliance date of November 1, 2027. The LCRI shifts the compliance deadline for several LCRR requirements to November 1, 2027. The service line inventory compliance date remained at October 16, 2024.

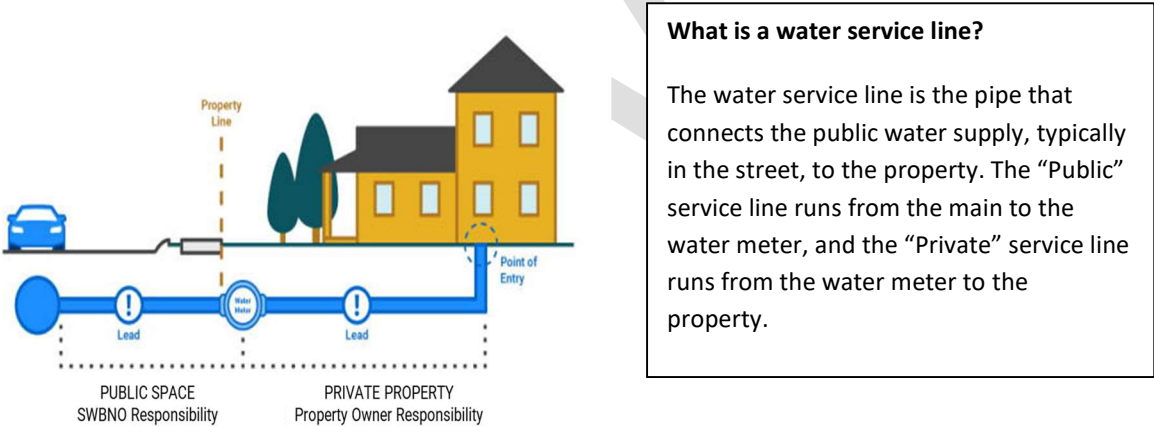


Figure 1.1: Water Service Line

- The remaining requirements of the LCRR for community water systems are:
1. Develop a lead service line (LSL) inventory and make it publicly available.
 2. Notify residents who have a lead, galvanized, or unknown service line within 30 days of inventory publication.
 3. Notify Tier 1 Sites within 24 hours in the event of an Action Level Exceedance.

The primary requirements of the finalized LCRI for community water systems are:

1. Requires water systems to develop an updated initial service line inventory, called the LCRI baseline inventory, which would be due by the compliance date of the LCRI.
2. Develop and submit a Lead Service Line Replacement (LSLR) Plan.
3. Validate the accuracy of non-lead service lines no later than 7 years after the compliance date.
4. Complete replacement of all lead service lines within 10 years of the compliance date.
5. Removes the LCRR trigger level and lowers the compliance sampling action level from 15 µg/L to 10 µg/L.
6. Requires water systems to provide pitcher filters or point-of-use (POU) devices following full and partial replacement of lead and GRR service lines and additional types of disturbances to lead, GRR, and unknown material service line.
7. Prohibits water systems from conducting partial lead or GRR service line replacement unless it is conducted as part of an emergency repair, or in coordination with planned infrastructure work, excluding planned infrastructure work solely for lead or GRR service line replacement.

1.3 Notable Rule Compliance Activities

1.3.1 LSL Inventory and Notifications

All community water systems must develop a service line inventory. Per the LCRR, the service line inventory had to be made publicly available by October 16, 2024. In 2027, per the LCRI, SWBNO must submit a new baseline inventory that will be used to track lead service line replacements.

Residents must be notified annually if they are served by a lead, galvanized, or unknown service line and provided information regarding the health effects of lead and what they can do to mitigate their risk.

1.3.2 Development of a Lead Service Line Replacement Plan

The Lead Service Line Replacement Plan is mandated by the EPA and must be submitted for approval by the LCRI compliance deadline, November 1, 2027.

This plan must include a description of:

1. A strategy for determining the composition of lead status unknown service lines in its inventory.
2. A procedure for conducting full lead service line replacement.
3. A communication strategy for informing customers before a full or partial lead service line replacement.
4. A procedure for customers to flush service lines and premise plumbing of particulate lead.
5. A lead service line replacement prioritization strategy based on factors including but not limited to the targeting of known lead service lines, lead service line replacement for disadvantaged consumers, and populations most sensitive to the effects of lead.
6. A funding strategy for conducting lead service line replacements, which considers ways to accommodate customers that are unable to pay to replace the portion they own.

7. A communication strategy to inform customers and consumers (persons served) about the plan and replacement program.
8. Identification of any legal requirements or water tariff agreement provisions that affect a system's ability to gain access to conduct full-service line replacement.

1.3.3 Lead Concentration Action Levels

The LCRI removes the trigger level and lowers the compliance sampling action level from 15 µg/L to 10 µg/L. It also requires water systems to analyze the first- and fifth-liter samples from sites with LSLs, or lead premise plumbing, and use the higher lead level of the two samples in the 90th percentile compliance calculation. This is intended to capture water that has stagnated in the service line and therefore may have higher concentrations of lead. This reduction in action level value increases the chance for an action level exceedance that would require the changes below. Water systems that have multiple lead action level exceedances (i.e., more than three lead action level exceedances in 5 years) must conduct additional outreach to consumers and make POU filters certified for lead reduction available for all consumers.

SWBNO operates and maintains 2 distinct water systems, one on the Eastbank and one on the Westbank of Orleans Parish. As such, SWBNO conducts two separate tap sampling regimens, one in each water system. Therefore, an action level exceedance in one water system would only necessitate changes within that water system.

1.4 Utility Background

The Sewerage and Water Board of New Orleans's mission is to serve the people of New Orleans and improve their quality of life by reliably and affordably providing safe drinking water; removing wastewater for safe return to the environment; and draining stormwater to protect our community.

New Orleans is a historic, 300-year-old city. Some of the economic statistics for New Orleans can be seen below.

New Orleans Economic Statistics (2020)¹	
Poverty Rate	23%
Median Property Value	\$250,000
Median Household Income	\$43,258
Homeownership rate	49.8%

Figure 1.2: New Orleans Economic Statistics

¹ Source: <https://datausa.io/profile/geo/new-orleans-la/#economy>

The SWBNO uses a process called corrosion control in the water treatment process to minimize the tendency for lead to dissolve into water from pipes, lead solder, and plumbing fixtures in homes. Specifically, SWBNO adds calcium hydroxide to the water, which raises its pH level to about 9.0 using calcium hydroxide, or slaked lime. The SWBNO's current corrosion control treatment meets the requirements of LCRR.

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2 Current Rule Compliance

2.1 Lead and Copper Rule Compliance

The effectiveness of the SWBNO’s corrosion control treatment is determined by monitoring lead levels of compliance samples. Currently, the corrosion control treatment is deemed optimized if the 90th percentile lead concentration is less than or equal to 5 µg/L. Per the LCRI, the action level is exceeded if the 90th percentile lead concentration is more than 10 ug/L. The SWBNO’s corrosion control treatment has historically been effective at reducing 90th percentile levels of lead to below the action level. The SWBNO’s 90th percentile lead concentration data from 1992-2022 can be seen below. The 1992 sampling events were the first testing under the Lead and Copper Rule before SWBNO qualified for the reduced monitoring schedule.

90th Percentile Data:											
Carrollton Lead (parts per million, ppm)											
1992a	1992b	1995	1998	2001	2004	2008	2010	2013	2016	2019	2022
0.004	0.003	0.006	0.0001	0	0.001	0.014	0.009	0.006	0.007	0.008	0.0054
Carrollton Copper (ppm)											
1992a	1992b	1995	1998	2001	2004	2008	2010	2013	2016	2019	2022
0.1	0.1	0.1	0.2	0.1	0.1	0.2	0.2	0.1	0.2	0.1	0.1
Algiers Lead (ppm)											
1992a	1992b	1995	1998	2001	2004	2007	2010	2013	2016	2019	2022
0.0039	0.0039	0.0039	0.0039	0.0039	0.0039	0.0039	0.0039	0.0039	0.0039	0.002	0.0058
Algiers Copper (ppm)											
1992a	1992b	1995	1998	2001	2004	2007	2010	2013	2016	2019	2022
0.0039	0.0039	0.0039	0.0039	0.0039	0.0039	0.0039	0.0039	0.0039	0.0039	0	0

Figure 2.1: 90th Percentile Compliance Data

3 Service Line Material Inventory

3.1 Current Inventory Log and Development

SWBNO has developed a lead service line inventory which will inform the Lead Service Line Program and prioritization plan. SWBNO’s current interactive inventory map can be found on SWBNO’s Lead Awareness Page².

The material classifications per regulation can fall into four categories lead, non-lead, galvanized requiring replacement, and unknown. These categories are defined below.

Material Category	Definition
Lead	Where the system-owned or customer owned portion of the service line is made of lead
Non-Lead	where the service line is determined through an evidence-based record, method, or technique not to be lead or GRR
GRR	Where a galvanized service line is or was at any time downstream of a lead service line or is currently downstream of a “Lead Status Unknown” service line
Unknown	where the service line material is not known to be “lead”, “GRR”, or a non-lead service line, such as where there is no documented evidence supporting material classification

Figure 3.1: Material Classifications

3.2 Methodology

To develop this inventory, SWBNO has partnered with Blue Conduit. Blue Conduit assisted in analyzing SWBNO’s internal data to create an inventory and map of where lead service lines are likely to be present.

SWBNO used several data sources in developing its inventory. Internal work orders, historical plumbing tap cards, plumbing inspection reports, and data from our ongoing water, sewer, and water meter programs were all compiled by SWBNO staff and organized into the LSL Inventory by Blue Conduit. The current material inventory is a combination of existing records and recent inspections from field work. Known materials are based on field verification during normal utility operations, records of previous utility work, plumbing records, and construction records. SWBNO has tracked water service line materials during work orders for the past 10 years. This data was supplemented with other sources, primarily records from SWBNO’s work orders, a recent meter survey, and billing systems.

SWBNO worked with Blue Conduit to use predictive modeling to determine the likelihood of lead service lines throughout New Orleans. The predictive model results provide an additional source of information to help estimate if a property is likely or unlikely to have a lead service line. However, a physical validation is required per LDH to determine and

² <https://www.swbno.org/Projects/LeadAwareness>

validate the service line material type.

3.1 Inventory Log

The results of the initial inventory are shown in Figure 3.2, based on data through October 16, 2024. The inventory will be regularly updated as SWBNO field staff and contracted staff capture more information on LSL material through their regular work duties.

Initial Inventory Material Count as of October 16, 2024		
Material	Public-Side Service lines	Private-Side Service lines
Lead	8,523	6,542
Not Lead	11,061	19,831
Galvanized	35	113
Unknown	119,340	112,473
Total	138,959	138,959

Figure 3.2: Public and Private Service Line Inventory Material Count

3.4 Strategy for determining composition of unknowns

Identifying unknown service line materials and confirming LSL locations is necessary to develop accurate replacement rate goals, replacement plans, and funding estimates. To address unknowns, SWBNO is prioritizing investigative potholing throughout the city. Investigative potholing will reduce the number of unknown service lines to help inform our program to better serve the community.

<p>What is potholing?</p> <p>Potholing is when a hole is dug above the service line. The hole or test pit exposes the pipe in the public space and/or on private property. It provides visual confirmation of the size and material of the service line that is bringing water to a property.</p>
--

Figure 3.3: What is Potholing

3.5 Next Steps for Inventory Progress

SWBNO will continue to refine the LSL Inventory based on information obtained during

investigative potholing, on-going work, and continued review of plumbing inspection reports. SWBNO expects the lead service line inventory to remain a living and evolving data set as future field inspections and replacements are completed.

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4 Lead Service Line Prioritization and Goal Rate

4.1 LSLR prioritization strategy and goals

Using our current inventory, SWBNO estimates that approximately 40 to 60 percent of metered locations potentially include a lead service line. To optimize existing funding, SWBNO will need to be strategic about scheduling lead service line replacements.

4.1.1 Summarized Prioritization Factors

Below are the prioritization factors required per the LCRR. Also included are factors that are considered best practices and will enhance the efficiency of the program.

LSLR Prioritization Factors	LCRR Requirement
Known Lead or GRR Service Line	Required
Disadvantaged Communities	Required
Populations Most Sensitive to the Effects of Lead <ul style="list-style-type: none">• Schools / Day Care• Nursing Homes / Medical Facilities• Homes with children; pregnancy	Required
Companion Projects	Industry Best Practice
Disturbances	Industry Best Practice

Figure 4.1: LSLR Prioritization Factors

4.1.2 Replacement Goals

Lead Service Line Replacements will take place across four main areas:

- Prioritized block replacements
- Replacement following a leak, break or disturbance
- Replacement alongside companion projects
- Customer Initiated

4.1.3 Prioritized Block LSLR

SWBNO must identify an annual target number of LSL Replacements to meet the LCRI regulation 10-year replacement goal. Once this target number is finalized, prioritized blocks will be scheduled for LSL replacement based on sensitive populations, disadvantaged communities, and known lead and GRR service lines.

4.1.3.1 Sensitive Populations

Sensitive populations are deemed by the EPA to have a greater risk of experiencing the negative health effects of lead.

According to the EPA Sensitive populations include schools, daycare centers, nursing homes, medical facilities, children under the age of six, and pregnant mothers.

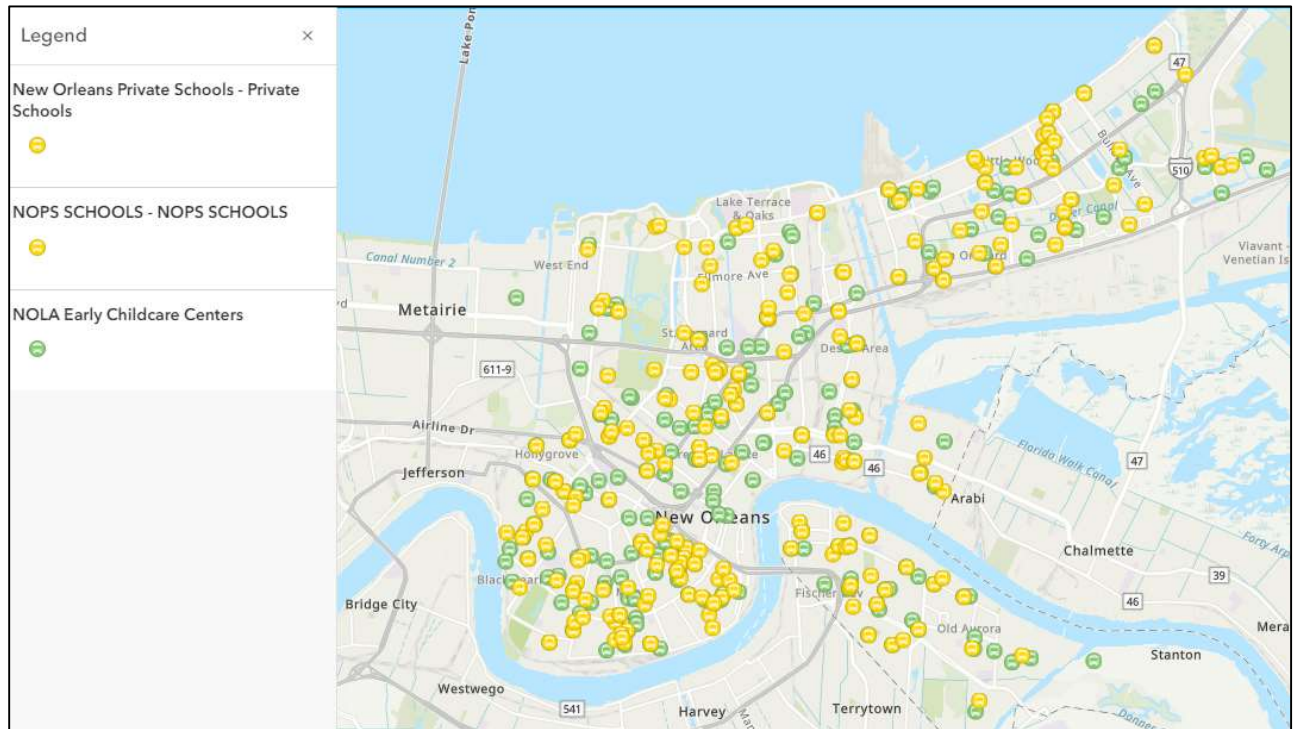
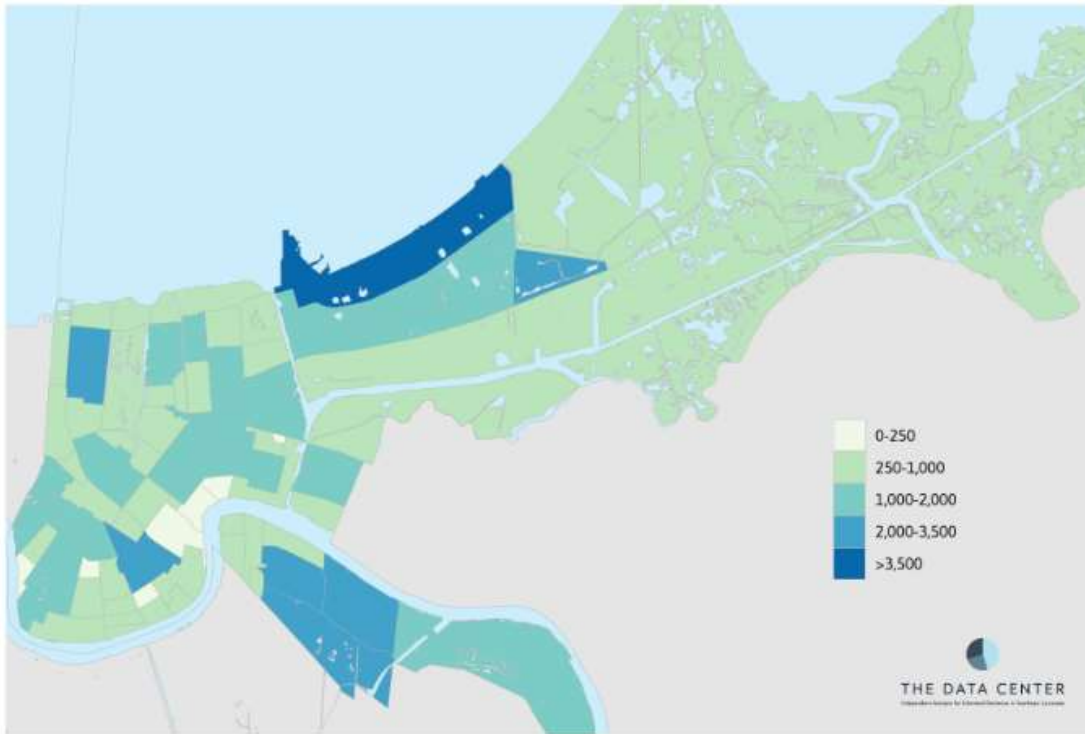


Figure 4.2: Map Showing Schools and Early Childcare Facilities in New Orleans

Below is a map showing the population of children in New Orleans by neighborhood. Census data and maps like the one below will be used to prioritize.

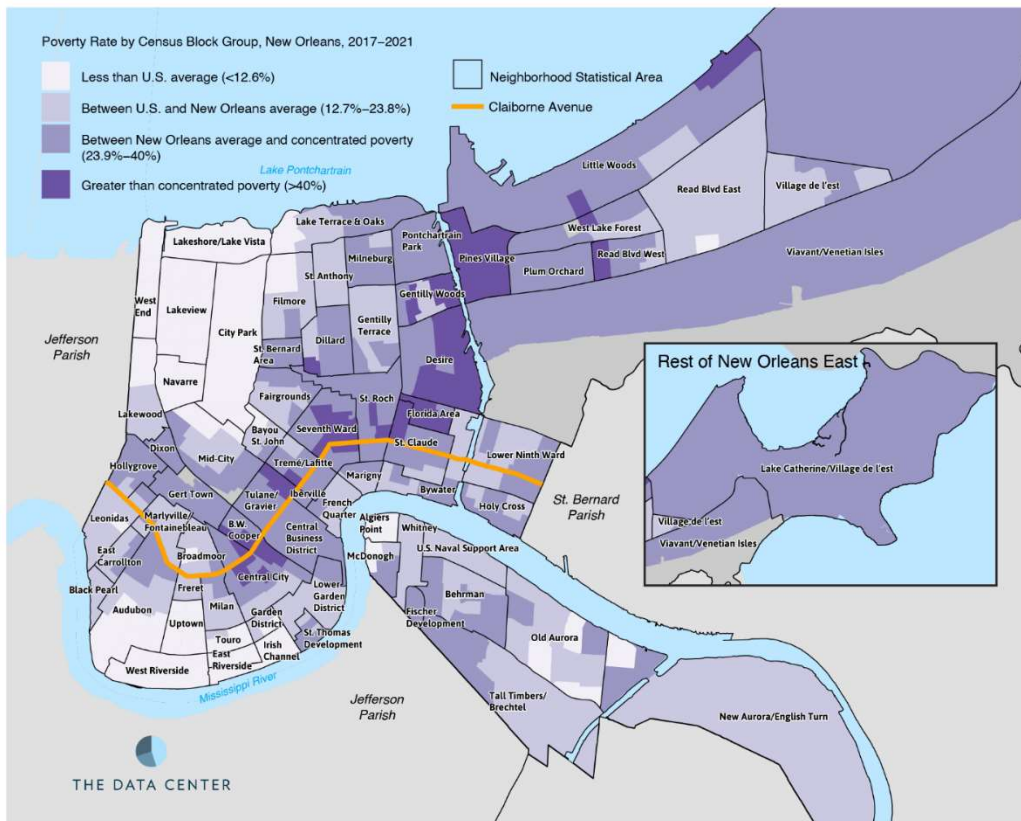


Source: The Data Center analysis of data from the U.S. Census Bureau: 2020 Census.

Figure 4.3: Map Showing Population of Children by Neighborhood in New Orleans

4.1.3.2 Disadvantaged Areas

SWBNO is also using prioritization factors to assess the impacts that a project may have on minority and low-income populations and ensure that replacements are targeted towards disadvantaged consumers. The map below shows the poverty rate by census block group from 2017 to 2021.



Source: The Data Center analysis of data from 2017–2021 American Community Survey

Figure 4.4: Map Showing Poverty Levels by Neighborhood in New Orleans

4.1.3.3 Known Lead or GRR Service Lines

Blocks with more lead service lines reported through the inventory will be given replacement priority and factored into the replacement schedule.

4.1.4 Leaks or Breaks on LSLs

The number of leaks and breaks on LSLs is anticipated to go down over time as the number of LSLs in the system is reduced. LSLs with leaks and breaks will be replaced as they occur, without limiting the number. Individual years of low or high replacements under this program can be incorporated into the schedule by reducing or increasing the number of replacements in other programs the following year. Prioritization of LSLR would have no impact on the leaks and breaks program.

4.1.5 Integration with Companion Projects

SWBNO has included LSL replacement work alongside all water main replacement programs or companion projects such as our Joint Infrastructure Recovery Road Projects (JIRR). Replacing the public service line alongside water main projects is a cost-effective way to replace LSLs, since crews are already mobilized to these locations.

Other projects that disrupt the streets, such as street resurfacing, will also consider including LSLR alongside or in advance of the projects to improve construction efficiency.



Figure 4.5: Map 1 of Planned JIRR Projects for 2025

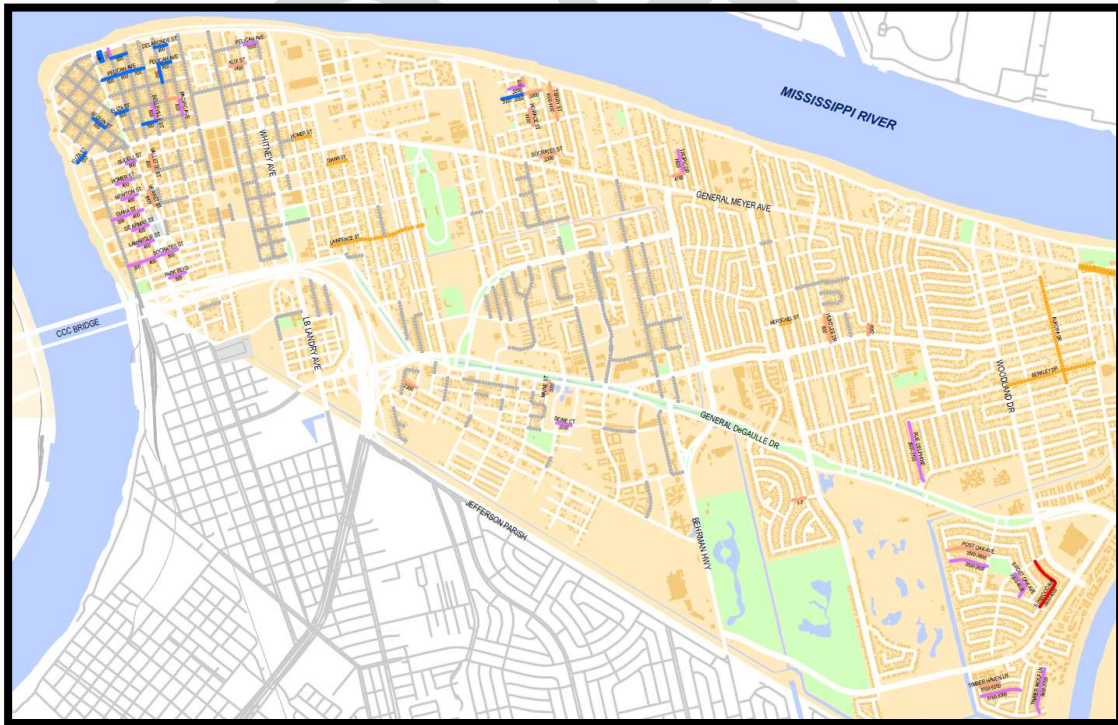


Figure 4.6: Map 2 of Planned JIRR Projects for 2025

4.1.7 Customer Side Replacement

SWBNO will replace the public side of an LSL whenever a homeowner chooses to replace their private side LSL. SWBNO does not have control over where and when these LSLRs occur but will be prepared to conduct public side LSLRs on this basis.

4.2 Contract for LSL Replacements at Schools and Residential Connections

In an effort to begin LSL replacements as soon as funding is available and to prioritize sensitive and disadvantaged populations, SWBNO will procure an initial LSL replacement contract for LSL inspections and replacements at schools, early childcare centers, and residential locations in disadvantaged areas where it is known that the private side is non-lead. This contract is meant to begin replacements on a small scale as soon as funding is available but before a program management firm is acquired through an RFP process. This contract is currently in the bidding phase with award anticipated in early 2025.

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5 Funding Opportunities and Strategies

5.1 Funding strategy for conducting LSLR

While SWBNO's initial inventory contains a large number of unknowns, SWBNO anticipates that out of approximately 139,000 service connections, a significant portion will need to be replaced. Replacing all LSLs within the proposed LCRI timelines will be costly and SWBNO will need multiple sources of funding to sustain LSL removals over this timeline.

To begin work, SWBNO has been approved for \$86M in Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement (LSLR) funding. These funds are provided by the Bipartisan Infrastructure Law (BIL) specifically for LCR compliance and include 49% principal forgiveness and a zero percent interest rate for the remaining 51% of the loan. BIL LSLR funding is provided annually to states and will expire in FY 2026. SWBNO expects to close on this loan in late fall of 2024. While significant, the \$86M BIL LSLR funds represents less than 10% of SWBNO's estimated costs of replacing all LSLs through the proposed LCRI timeline. For this reason, SWBNO plans to apply for all available BIL LSLR funds through FY 2026 and submitted an additional application for \$66M in BIL LSLR funds in October 2024.

BIL LSLR funds alone will not be enough to meet the goal of full LSL replacements. The funding is finite, and other water systems in Louisiana will likely be applying in the future. To ensure all LSL are replaced by the LCRI, SWBNO has identified and is evaluating multiple funding sources. The table below illustrates some options and strategies SWBNO has for LSL replacement.

Agency / Legislation	Funding Type	Potential \$\$	Opportunities	Challenges
WIIN (Water Infrastructure Improvements for the Nation)	Federal Grant	Limited, LDH State-run program	Enhanced coordinatization between SWBNO and LDH to meet LCRI requirements.	Approx. \$400k annually to spend on statewide programs.
HUD-CDBG (Community Development Block Grants)	Federal Grant	Determined by federal formula (population size) or Congressional earmark.	Enhanced collaboration with City of New Orleans existing projects in Low-income areas.	Formula funds are usually already allocated for city uses.
ARPA- WSC (LA State Water Sector Commission)	Federal Grant	\$5M grants for water projects	Fewer federal requirements than other programs	State WSC priorities are for smaller communities.
IJA- EPA DWSRF (LA Drinking Water State Revolving Loan Fund - LSLR)	State Loan	LSLR specific funding- 49% loan forgiveness, %51 of loan at zero interest. Non-LSLR specific loans at 2.45% interest.	SWBNO is first applicant in LA for these funds and is scheduled to close on an \$86M loan in late fall 2024. Applying for additional \$66M loan fall of 2024.	Funding availability will shift as more cities start LSLR. DWSRF has long reimbursement timeline. IJA funding expires in 2026.
EPA-WIFIA (Water Infrastructure Finance & Innovation Act)	Federal Loan	\$20M minimum project size	Low interest loan for 49% of total project costs. Applicant must match other 51%.	9 month application process, requires credit rating

Figure 5.1: Table of Funding Options and Strategies

6 Communication and Outreach

6.1 Strategy for informing customers before a service line replacement

Stakeholder Engagement and Community Outreach

As a drinking water agency committed to public health, SWBNO recognizes the risk lead can present to our customers, so we have been actively taking steps for years to protect our community. The Lead Service Line Replacement Program continues this commitment to be a model utility that earns and holds the trust and confidence of customers, community, and partners through reliable and sustainable water services, while upholding the values of being customer-focused, accountable, safety-minded, transparent, and honest.

Outreach Guiding Principles

INFORM

- Share information with the community about the risks of lead exposure from lead plumbing.
- Apprise customers and consumers (persons served) of their service line material through a publicly available inventory.
- Offer ongoing, accurate, transparent, and meaningful communication about SWBNO's lead program.

EMPOWER

- Empower community members with steps they can take immediately to reduce lead exposure in drinking water.
- Engage community partners in a coalition of support for the lead program to ensure equity across all communities.
- Reach all SWBNO residents who may receive water through a lead service line including tenants, school children, etc.

ACHIEVE

- Fully achieve compliance with and/or exceed all communication provisions of the federal LCRR and LCRI.
- Ensure internal awareness and knowledge among SWBNO team members to effectively manage customer needs around the lead issue.

Outreach Approach

Stakeholder Engagement

New Orleans has a rich history of active and engaged neighborhoods, and social and civic organizations. The strategic approach SWBNO has developed for outreach and engagement

includes proactive and prescriptive outreach, reflecting collaboration with trusted community partners and local leaders. The approach was developed to ensure information will be accurate and shared in a timely manner so that SWBNO continues to build trust with its stakeholders. Historically underserved communities in New Orleans and those most impacted by exposure to lead in drinking water, including pregnant women, children, and the elderly, will be specifically targeted for outreach.

At the heart of SWBNO's Lead Line Replacement Program is a desire to protect public health, and this will be reflected in its engagement with the community. Stakeholder engagement will:

- Provide outreach materials that offer meaningful and accurate information about the risks of lead exposure, and the value of lead service line replacements.
- Tailor engagement activities to reach communities of particular concern (i.e. vulnerable populations, underserved communities, etc.).
- Ensure both property owners and tenants understand the lead replacement program.
- Offer access to SWBNO representatives for responsive answers to questions about the program.

Overall success of this effort will depend on the ability to effectively connect with a broad spectrum of stakeholders. SWBNO's approach uses a tiered process to engage opinion leaders, organizations, businesses, schools and educational institutions, and other entities, with timing strategically connected to project and LCRI milestones. Recommendations include leveraging relationships with key community members to identify established communication channels already recognized by neighborhoods and groups in often difficult to reach communities.

Building Awareness

Awareness of the potential health impacts of lead in drinking water is generally known in this country because of high profile instances in other communities. SWBNO's effort will aim to build awareness locally, that is solidly linked to factual information specific to New Orleans, about how lead enters drinking water, and the steps individuals can take to mitigate the impacts. Raising awareness combines meaningful messaging with targeted outreach and strategic relationships.

Specific tactics to build awareness may include:

- Levering Community Partnerships
- School outreach
- Spokesperson training
- Lead Awareness landing page on SWBNO's website
- FAQs available at doctor's offices and community health centers
- SWBNO social media

- Interviews and op-eds with local media
- Contractor training
- Video on customer lobby monitors
- On hold messages for customer service hotline and training of customer service staff
- Fact Sheets available at community events
- Bill inserts
- Monthly newsletter and internal meetings for SWBNO staff
- Lead-Free Water Ambassadors – community members who agree to share information with their circles about steps that can be taken to mitigate lead exposure as well as the LCRI
- Dedicated “customer liaison” for customer service (calls directed to one or two representatives who are more deeply trained on individual customer issues, including the lead service line replacement program)

DRAFT

7 Construction Implementation

7.1 Program Timeline

SWBNO anticipates starting the LSL Replacement Program in 2025.



Figure 7.1: Tentative Program Timeline

7.2 Procedure for Conducting Full LSLR

The section below will outline the LSL replacement methods to be implemented by SWBNO. This includes notifying customers before replacement, the process for acquiring necessary permits, acquiring property owner permissions for customer-owned portion of lines, and updating the water system's service line inventory.

SWBNO intends to replace LSLs such that the end state of the service line is lead free. Currently, there is a legal barrier for SWBNO to use public funds on private property. However, there is legislation underway that would allow SWBNO to utilize public funds for private service line replacements.

7.2.1 LSL Replacement Notifications

SWBNO will notify the property owner or resident in advance of replacing their water service line using a series of notices at least 5 calendar days in advance as required per New Orleans City Ordinance, Section 159-2. These notices may take place in the form of a doorhanger, phone call, or mailer.

7.2.2 LSL Replacement Methods

7.2.2.1 Open Cut

One of the methods SWBNO commonly uses is open cut trench. The process includes saw cutting sidewalks, driveways, and necessary roadways to access the main line. After that excavation and trenching are necessary to access the existing line, remove the existing service line and replace it with a LCRI compliant water service line typically made of HDPE. The crew will then backfill and compact back to specifications and perform all the necessary concrete, asphalt, and base work.

It becomes necessary to use open cut trench if the service line is too short for any other reasonable method or if the location is on the main line or in roadway.

The downside of using open cut trenchless is extending the length of the overall LSLR, potential road closures, and the possibility of cutting or damaging other utilities.



Figure 7.2: Visual of Open Cut

7.2.2.2 Trenchless -Ground Level Horizontal Boring

Another method used by the SWBNO is trenchless using ground level horizontal boring. The process includes digging a shallow pothole on both sides of line, drilling or boring as close to the existing line as possible from main to meter or opposite, attaching the existing service line to the bit and pulling back through to removing the existing line.

Ground level horizontal boring is best used for new lines or short runs under the sidewalk.



Figure 7.3: Visual of Trenchless -Ground Level Horizontal Boring

7.2.2.3 Trenchless -Pull-Through Method

The last method used by SWBNO is the trenchless pull-through method. The process includes digging a shallow pothole on both sides of line to expose the existing line. If there is a location on the water main this will dramatically lessen the amount of roadway needed to be removed. The cable is run through the pipe and attached to the new line. The ring is attached to the cable and the excavator, and the old line is pulled out and replaced with the new line. This method can be used on most lead line replacements. However, if the lines are too shallow the machinery could just pull it out of the ground vertically.



Figure 7.4: Visual of Trenchless -Pull Through Method

7.2.2.4 Post Construction Restoration

After the replacement of a lead service line, all disturbed grassy areas will be either seeded or have sod laid. The roadways will be installed back to use; they are cleaned, and any debris is removed. Water service is restored to the customer. The replacement crew will also do an exterior flush of the line, and the resident will be notified and asked to do a flush of each interior fixture and to clean their aerators.

7.3 Procedure for customers to flush service lines

After a lead service line replacement is performed, a doorhanger will be given to the customer

to instruct them how to flush their interior lines.

The doorhanger will instruct the customer to not consume tap water, open hot water taps, use icemaker, or use filtered water dispenser until after the flushing procedure is complete. They are to remove faucet aerators, screens, and shower heads from all cold water taps in the building. Beginning with the lowest level, they are to fully open the cold water taps throughout the building including showers, baths, and hose bibs. After all the faucets are open, they are to let the water run for at least 30 minutes. After 30 minutes, they can turn off each tap starting with the taps at the lowest level of the building or closest to the service line. Lastly, they are to clean aerators and screens of solid debris and place them back on faucets.

It is recommended that customers repeat this flushing every two weeks for three months. Water quality sampling will be available and is recommended within 3-6 months after service line replacement. After each lead service line replacement, the new material classification will be notated and updated in the inventory.

7.4 Post Construction Sampling and Filter Distribution per LCRI

Per the LCRI and starting in 2027, SWBNO will be required to collect a tap sample for each customer 3-6 months after their lead service line replacement. A 6-month NSF-Standard 53 water filter pitcher must also be offered to every customer.

7.5 Current Mitigation Efforts

SWBNO initiated a Pilot Pitcher Distribution Program in May of 2024 where customers can request and pick up an NSF 53 rated water filter pitcher at the SWBNO's Customer Service Lobby downtown. While the Pilot Program successfully came to a close, SWBNO plans to continue this program by distributing water filter pitchers to customers who have a lead, galvanized or unknown service line. There are also plans to add a pitcher pickup location on the West Bank and use community meetings for distribution where possible.



We have identified a lead service line at this location on

SWBNO-owned property

Private property



SWBNO is committed to public health and recognizes the risk lead presents to our customers.

- There is no detectable lead in the water leaving our treatment plants.
- However, if water passes through pipes made with lead, the metal can sometimes leach into the water.
- SWBNO uses effective corrosion control to mitigate this issue.
- We also test water samples in locations across the system to monitor the quality of the water.
- Please provide this information to anyone occupying or residing in this building.

Last Revised: May 2024



Actions YOU Can Take!

SWBNO actively works to prevent lead from getting into drinking water. Here are some recommendations that can help reduce your exposure to lead in drinking water:

1. Use **only cold water** for drinking, cooking, and making baby formula.
2. Use a **filter** that meets NSF Standard 53.
3. When water hasn't been used for six hours or more, **run the faucet for 3-5 minutes before using** for drinking or cooking.
4. **Replace lead service lines** if located on your private property.
5. **Visit our Lead Awareness webpage** at swbno.org/Projects/LeadAwareness to:
 - Request a **free lead test kit** from SWBNO.
 - Request a **free water pitcher** that filters for lead from SWBNO.
 - **Read our annual SWBNO Water Quality Report** for more ideas on how to limit your exposure to lead.



SCAN ME

to visit our Lead Awareness Webpage.

QUESTIONS?

 52-WATER  customerservice@swbno.org



FLUSH YOUR PIPES

SWBNO replaced a service line containing lead.



Our crews replaced a lead service line between the water main and your meter. This process may have dislodged lead particles into your household plumbing. Consuming lead can have negative health impacts. Flushing your interior plumbing after a service line replacement is important to prevent exposure to lead.

See other side for flushing instructions.

MORE INFORMATION

swbno.org/DrinkingWater/LeadAwareness

To flush your interior plumbing, follow these steps:

1. **Run only cold water on all faucets** in your home, one at a time, for five minutes each. Start with the faucet furthest from your meter. Include bathtubs and showers.
2. **Clean your faucets' aerators** after flushing to remove any trapped lead particles.
 - Unscrew the aerator from the tip of the faucet
 - Soak it in white vinegar for five minutes
 - Gently scrub with a brush
 - Rinse and place the aerator back on your faucet
3. **Continue flushing for at least one month.** When water has not been used in a few hours, flush at one faucet for 10 minutes before using the water for drinking and cooking.

To protect your home's water supply, you can also

- Have a Licensed Master Plumber inspect your service line between the meter and your home for lead.
- Request a water quality test from SWBNO. Call 504-865-0420.
- Obtain an NSF-certified water filter that can remove lead.

Sewerage & Water Board of New Orleans



Protecting Your Family from Impacts of Lead Water Lines

New Orleans' families deserve a lead-free water system. As a drinking water agency committed to public health, SWBNO recognizes the risk lead can present to our customers. There is no detectable lead in the water that leaves our treatment plants; however, lead can enter drinking water through lead pipes and fixtures in plumbing. Removing lead pipes across the community is our long-term goal.

Steps You Can Take NOW to Protect Your Family

We have reduced the number of lead pipes on the utility-owned side of the water system where possible over the years. However, completely eliminating lead pipes across the entire community – including private property – will take years.



The good news is you can act today to protect your family by following some simple steps:

- Use only cold water for drinking, cooking, and making baby formula.
- When water hasn't been used for six hours or longer, run the faucet for three to five minutes to flush the lines before drinking or cooking with the water. Household tasks like showering or running the dishwasher can also help flush the system.
- Request a lead test kit by contacting SWBNO's Lab at (504) 865-0420.
- Use a filter that meets NSF Standard 53 as a recommended practice to help protect you and your family.
- If you have a lead service line on your property, replace it. SWBNO can coordinate to replace the public side of the lead line at the same time.
- Review the latest SWBNO Consumer Confidence Report for more ideas.

Protection Measures in Place

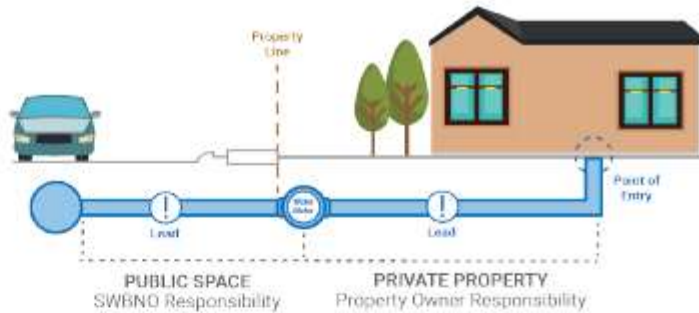
Removing lead pipes citywide is our goal, and we are investing in a multi-year program to get us there. But we have been aggressively confronting this challenge for years.



- We use corrosion control measures to minimize the tendency for lead to dissolve into water.
- We test water samples in locations across the system to ensure our water quality protection measures are effective.
- We notify customers when we identify a lead line.
- We offer lead testing for customers upon request.

Lead Pipes and Drinking Water

Lead was commonly used in plumbing for decades, long before the serious health effects of exposure to it was known. In 1986, the federal Safe Drinking Water Act was amended to ban the use of lead in plumbing used for human consumption. Although there is no detectable lead in the water that leaves our treatment plants, we know that lead pipe exists on both the customer-owned and utility-owned side of the water system from the years before lead plumbing was banned.



Working with customers to remove all lead lines is a priority within SWBNO's lead service line replacement program.

More Actions Underway to Protect Public Health

Creating an Inventory of Lead Pipes

Parts of SWBNO's system are more than 100 years old and were installed in a time when records were not kept as they are today. Understanding where lead pipes exist in the system is the first step and we're actively developing a web-based map detailing the locations of lead service lines on both public and private property. This map will be available to customers in October 2024.

Securing Funding To Replace Lead Lines

Removing old lead pipes across New Orleans is estimated to cost \$1.1 billion. In May 2024, the Louisiana State Bond Commission approved \$84 million for the SWBNO lead service line replacement program. Working with state, federal, and other utility partners to identify and secure even more funding solutions will continue to be a priority for this important community issue.

Developing a Lead Service Line Replacement Plan

We're developing an in-depth plan to guide our replacement efforts in the coming years. Accessing private property to replace lead lines is essential, so we are asking our community for cooperation as we request permission.

Raising Awareness

We're developing a robust multi-year plan for enhanced communication with our community, including creating targeted efforts to reach vulnerable populations including infants and school-aged children.



Parts of SWBNO's system are more than 100 years old, a time when records were not kept as they are today. Understanding where lead pipes exist in the system is a first step.

There is much work to do, but **together** we can achieve our objectives for the public health of our community!

For more information, scan QR Code:



Sewerage & Water Board of New Orleans
625 Saint Joseph Street
New Orleans, LA 70165

@SWBNewOrleans



(504) 529-2837

swbno.org

The content provided on the following slides is based on a slide deck **presented to SWBNO by Blue Conduit on Sept. 4, 2024.**

Notes, comments, cover slides, some background information and the appendix slides have been removed.

The content is provided for informational purposes only.



BlueConduit

New Orleans

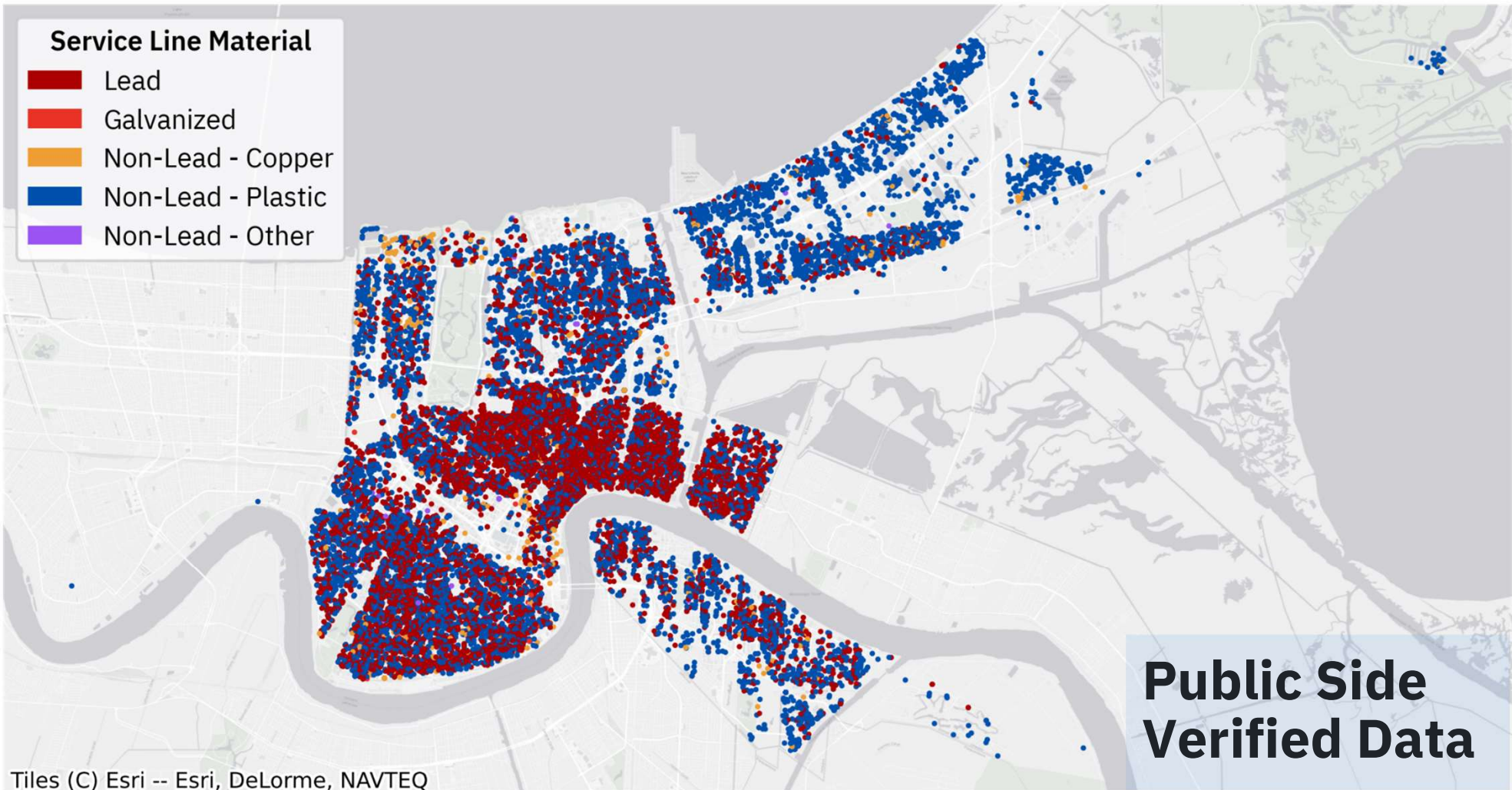
Modeling results

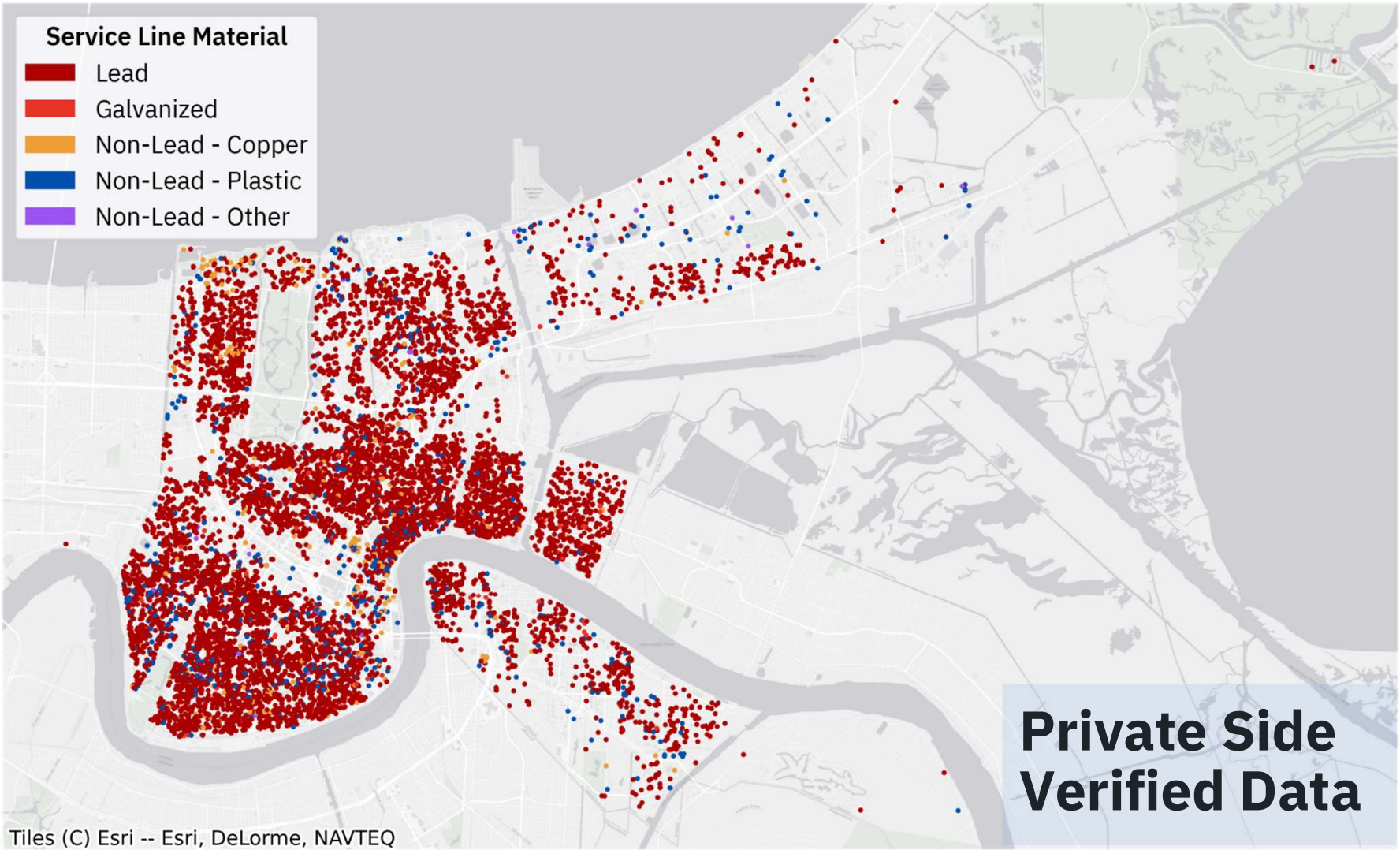
September 4, 2024

Inventory Status

Summary of all **verified** service line materials used to train model:

Public Side Material	Count	Private Side Material	Count
Non-Lead - Plastic	11,024	Lead	8,718
Lead	9,428	Non-Lead - Plastic	725
Non-Lead - Copper	472	Non-Lead - Copper	302
Galvanized	36	Galvanized	123
Non-Lead - Other	22	Non-Lead - Other	33





Tiles (C) Esri -- Esri, DeLorme, NAVTEQ



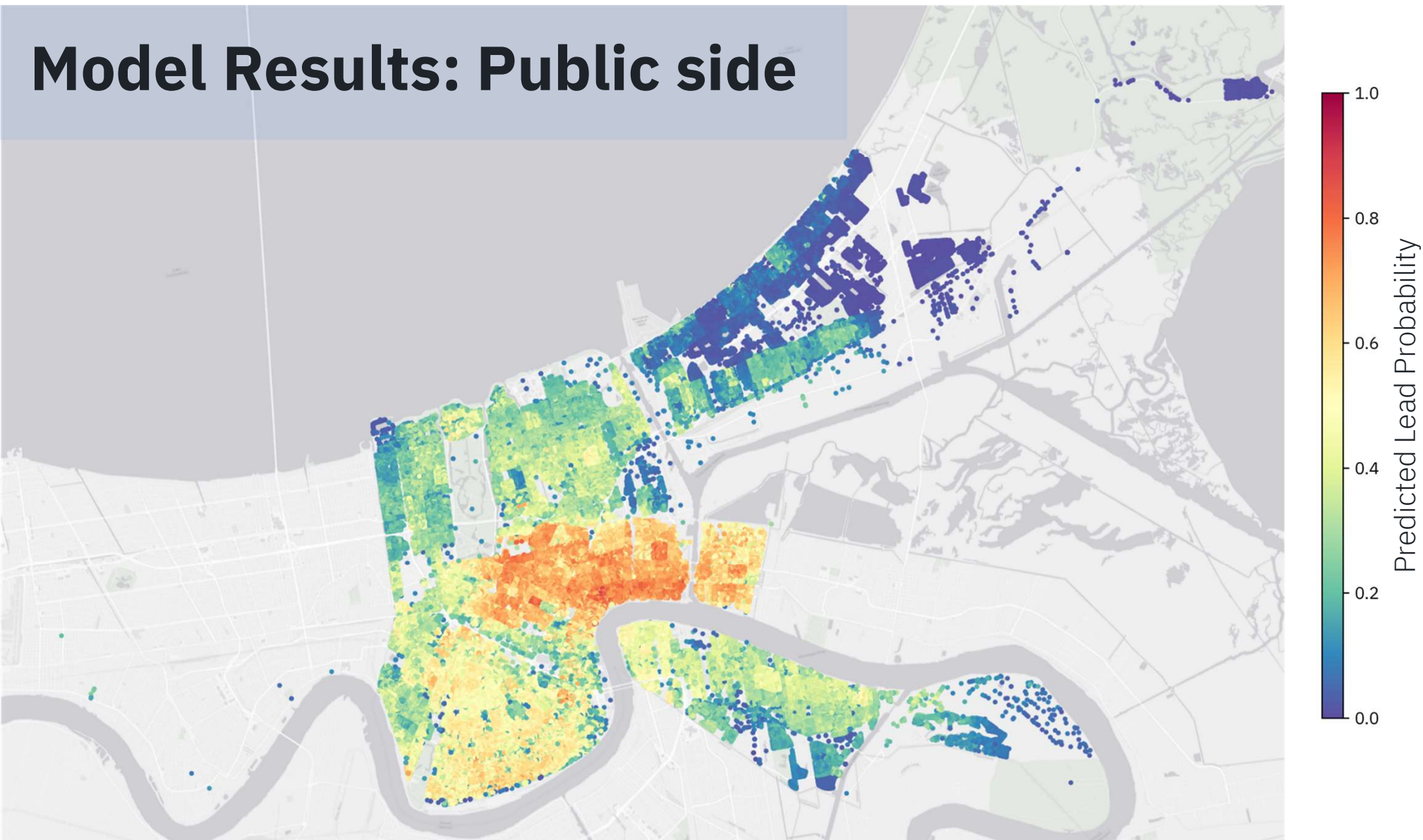
Model Training & Results



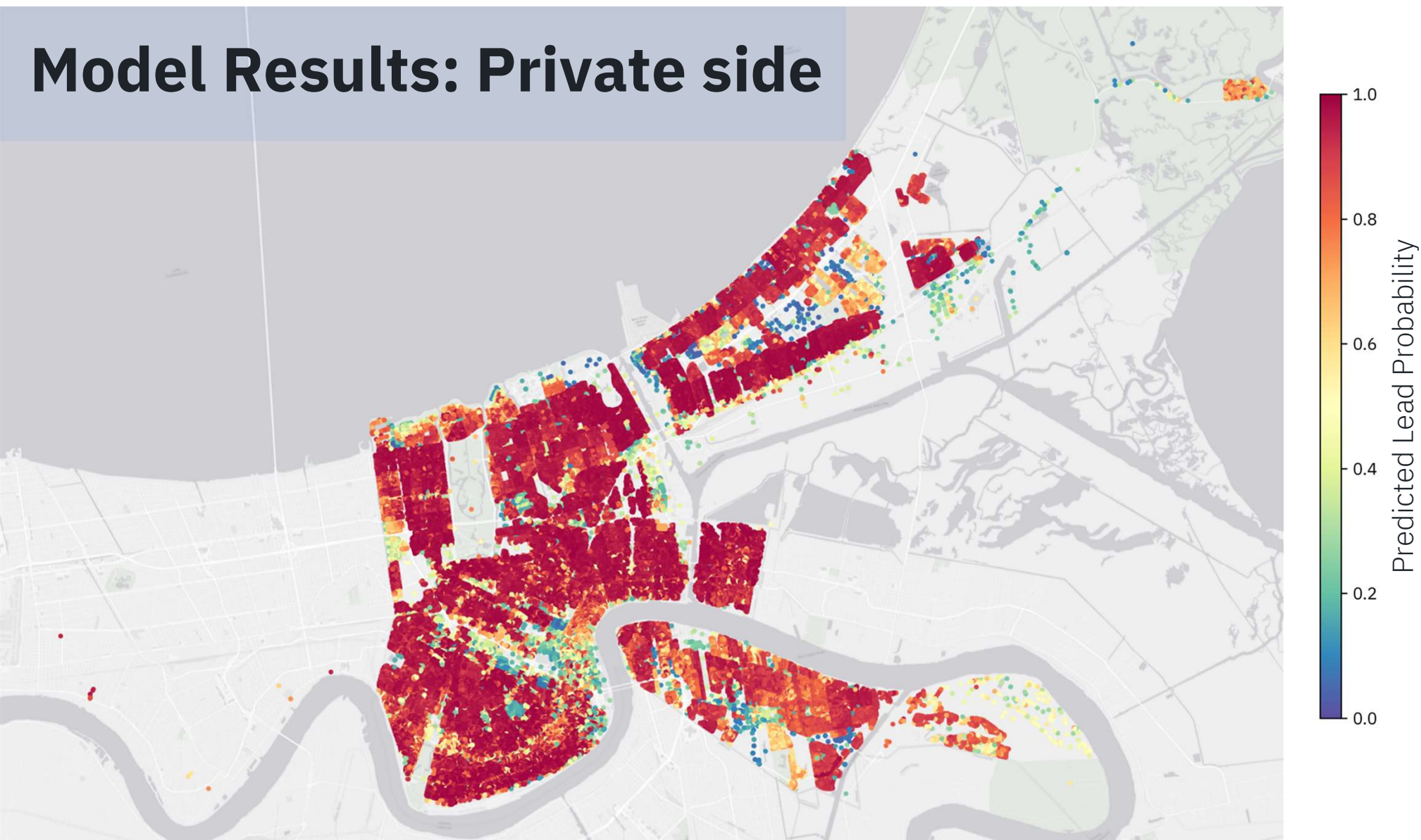
Model Training

- Inventory data is enriched with parcel and demographic data (100+ features)
- Experimented on the model by:
 - Predicting instances of non-lead, as opposed to predicting lead
 - Incorporating water main data from the city's arcGIS
 - Excluding demographic data
 - Training on current lead materials, rather than both current lead and “everlead”
- Ultimately decided on a model that excludes demographic and water main data, is trained on only current lead labels, and predicts lead

Model Results: Public side



Model Results: Private side



Model Features

The most important features right now are:

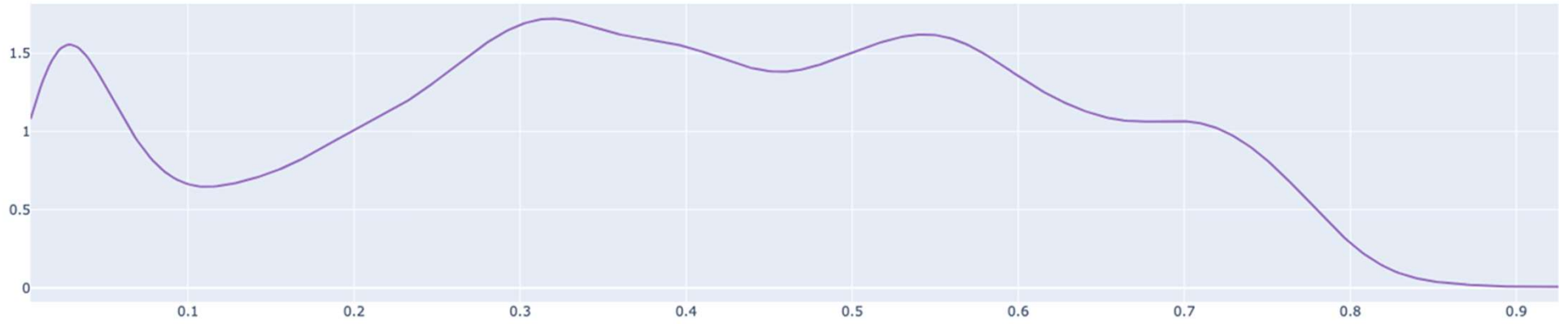
- Spatial location
- Neighborhood age
- Parcel value & size
- Zoning



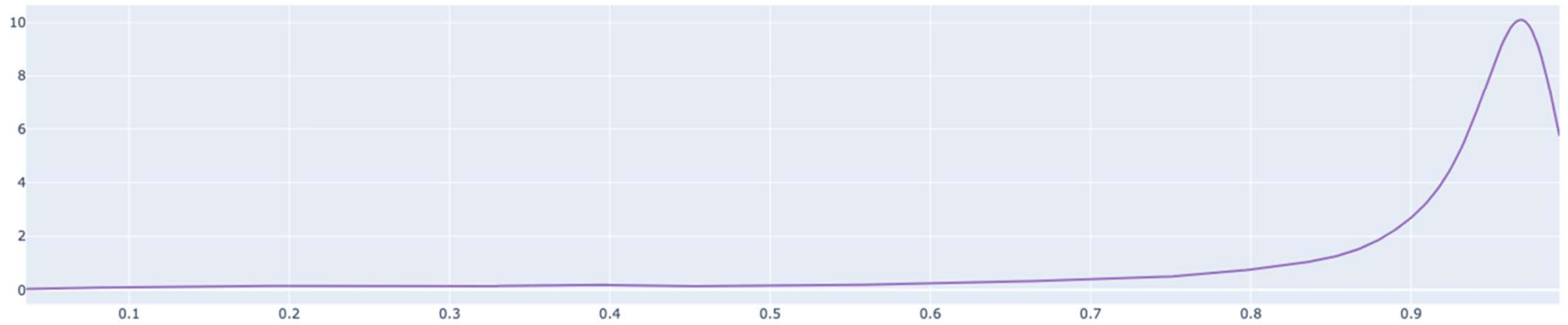
Next Steps

- For October
 - Inventory Development
- Post October
 - Historic Record Review
 - Potentially re-run the model
 - Provide post-project report

target_util - Probability Distribution for Unlabeled Data by Model



target_cust - Probability Distribution for Unlabeled Data by Model



ATTACHMENT J

PROPOSED VALUES FOR KPIs FORM

Request for Proposal: _____

Company Name: _____

Company Address: _____

Please propose values for the Key Performance Indicators (KPIs) listed below. The values provided below will be considered as part of the technical evaluation of the proposal. Values for KPIs carried in the Agreement will be confirmed during contract negotiations.

- 5. Production
 - a. Replace _____ LSLs and GRRs in the **first** year of the program, including schools and licensed childcare facilities.
 - b. Replace _____ LSLs and GRRs annually, beginning in the **second** year of the program, including schools and licensed childcare facilities.
 - c. Ensure replacement of all LSLs and GRRs identified at schools and licensed childcare facilities by end of 2026.
 - d. Maintain an annual replacement rate in disadvantaged communities that is above the overall annual replacement rate.
- 6. Funding
 - a. Identify _____ potential grant and loan opportunities per year, in addition to State Revolving Fund (SRF) and Water Infrastructure Finance and Innovation Act (WIFIA).
 - b. Assist SWBNO with _____ funding applications per year.

This form must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

ATTACHMENT K

PROOF OF MINIMUM QUALIFICATIONS

Request for Proposal: _____

Company Name: _____

Company Address: _____

Please identify details for the two projects used to demonstrate compliance with the minimum qualifications as defined in Section 4.2.D.1.

Project Name:		
Project Owner Entity Name and Address:		
Project Start Date and End Date:		
Highest Number of Service Lines Replaced in One (1) Continuous Twelve (12) Month Period:		

This form must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____