

30232 - CARROLLTON BASIN SEWER REHABILITATION NO. 3

Addendum Number 2

Date: 12/1/2023

Your reference is directed to Contract Number: 30232 for Carrollton Basin Sewer Rehabilitation No. 3 which is due 11:00 a.m. CST on December 11, 2023.

The addendum provides for the following:

1. Revisions to Specifications Below
 - a. **Add** Corporate Resolution Form included herein.
 - b. **Add** Bidder's Organization Form included herein.
 - c. Section 004113 Uniform Public Bid Form, **REPLACE** with the updated version included herein.
 - d. Section 005213 Contract, **REPLACE** with the updated version included herein.
 - e. Section 013513 Special Project Procedures for Consent Decree, **REPLACE** with the updated version included herein.

This addendum consists of one (1) page, with twenty-two (22) pages of attachments.

This addendum shall be part of the Contract Documents as provided in the instructions to Bidders. Items herein are issued to add to, modify, and clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and the cost involved shall be included in the bid prices. Acknowledge receipt of the addendum by inserting its number on the Bid Form of the Bid Documents. Failure to do so will subject the bidder to rejection.

*** END OF ADDENDUM ***

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.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Sewerage & Water Board of New Orleans .
Purchasing Department, Room 133 .
625 St. Joseph St. .
New Orleans, LA 70165 .
(Owner to provide name and address of owner)

BID FOR: Contract 30232 .
Sewer Rehabilitation No.3 Carrollton Basin .

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: _____
Stantec and dated: 8/3/2023
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____ .

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:
_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
_____ Dollars (\$ _____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
_____ Dollars (\$ _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: Sewerage and Water Board of New Orleans
 Purchasing Department, Rm. 133
 625 St. Joseph St.
 New Orleans, LA 70165

BID FOR: Contract 30232
 Sewer Rehabilitation No.3
 Carrollton Basin

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal and Disposal of Existing Portland Cement Concrete Pavement Roadway			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
1	2588	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal and Disposal of Existing Sidewalk, Driveway, Foot Lap (Concrete, Brick, Asphalt, or any other materials, or combinations of materials)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
2	958	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal and Disposal of Existing Curb (Concrete, Asphalt, Brick, or Etc.)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
3	2273	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal and Disposal of Existing Curb and Gutter Bottom (Concrete, Asphalt, Brick, or Etc.)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
4	310	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal and Disposal of Existing Asphaltic Concrete Pavement			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
5	1440	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal of Handicap ramps, Curb and Gutter, and Concrete Sidewalks at Intersections Including Saw Cutting			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
6	209	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Saw Cut (Full Depth) Existing Roadway, Sidewalk, Driveway, Curb, Gutter, etc., at Required Locations			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
7	4487	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Saw Cut, Wheel Cut or Spade Cut Existing Asphalt, According to Plans			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
8	5843	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Geotextile Fabric for Stabilization			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
9	5641	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Geogrid			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
10	5139	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Base Course			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
11	1063	CY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Roadway Excavation			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
12	1056	CY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Unsuitable Subgrade, Excavation & Sand Filling			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
13	214	CY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Superpave Asphaltic Concrete Binder Coarse for Composite Roadway			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
14	510	TON		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Superpave Asphaltic Concrete Wearing Course (2.5" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
15	13623	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Superpave Asphaltic Concrete Binder Course (4.5" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
16	1440	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Cold Planning Asphaltic Pavement (2.5" Average Thickness)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
17	12182	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Reinforced Concrete Pavement (8" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
18	2588	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Concrete Sidewalk (4" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
19	404	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Concrete Driveway (6" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
20	461	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Brick Sidewalk			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
21	55	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Relaying Brick Sidewalk			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
22	55	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Handicap Ramps, Curb and Gutter, and Concrete Sidewalks at Intersections			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
23	209	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sidewalk Transition Adjacent to Handicap Ramps			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
24	209	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Concrete Mountable Curb with Dowels			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
25	1815	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ 6" Concrete Barrier Curb with Dowels			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
26	453	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Concrete Mountable Curb & Gutter Bottom or Rolling Strip			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
27	218	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ 6" Concrete Barrier Curb & Gutter Bottom or Rolling Strip			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
28	95	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Remove and Re-Set Existing Stone Curb Including Base and Brick Gutter Bottom			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
29	17	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sodding			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
30	746	SY		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Manhole Cover			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
31	23	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Manhole Frame			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
32	23	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Manhole Repair or Vertical Adjustment up to 6" Reusing Existing Metal Castings			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
33	7	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sewer Point Repair Up to 12 Feet (8" at 0'-6.0')			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
34	26	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sewer Point Repair Up to 12 Feet (8" at 6.1'-8.0')			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
35	40	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sewer Point Repair Up to 12 Feet (8" at 8.1'-10.0')			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
36	43	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sewer Point Repair Up to 12 Feet (15" at 10.1'-12.0')			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
37	10	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sewer Point Repair Up to 12 Feet (18" at 12.1'-14.0')			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
38	9	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sewer Point Repair Beyond 12 Feet (8" at 0' - 6.0')			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
39	8	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sewer Point Repair Beyond 12 Feet (8" at 6.1' - 8.0')			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
40	16	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sewer Point Repair Beyond 12 Feet (8" at 8.1' - 10.0')			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
41	61	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sewer Point Repair Beyond 12 Feet (15" at 10.1' - 12.0')			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
42	23	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sewer Point Repair Beyond 12 Feet (18" at 14.1' - 16.0')			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
43	7	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Replace Existing Sewer House Connection (H.C.) From New Main to Back of Curb			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
44	115	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Replace Existing Sewer House Connection (H.C.) Beyond Back of Curb			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
45	1573	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Pipe Liner (CIPP, 8")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
46	12330	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Pipe Liner (CIPP, 15")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
47	359	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Pipe Liner (CIPP, 18")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
48	1283	LF		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sewer Service Lateral Lining (6" CIPP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
49	162	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Cut Liner to Restore Existing House Connection, 6" Diameter			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
50	271	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sewer Main Line Cleaning (8"-14")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
51	1799	LF		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sewer Main Line CCTV Inspection			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
52	1799	LF		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sanitary Sewer Lateral CCTV Inspection			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
53	162	EA		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Manhole Rehabilitation, Cementitious Liner, Partial Depth			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
54	11	EA		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Manhole Rehabilitation, Cementitious Liner, Full Depth			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
55	273	FH		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sanitary Sewer Flow Diversion, Setup & 48-hour Operation			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
56	10	EA		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Sanitary Sewer Flow Diversion, Beyond 48 Hours			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
57	240	HR		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Repair Water Main with Full Circle Clamp (Pipe Size 4" – 8") (CWSRF Ineligible Item)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
58	5	EA		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Repair Water Main with Full Circle Clamp (Pipe Size 12" – 16") (CWSRF Ineligible Item)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
59	5	EA		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Repair Water Main with Bell Joint Clamp (Pipe Size 4" – 12") (CWSRF Ineligible Item)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
60	5	EA		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Repair Water Main with Bell Joint Clamp (Pipe Size 16" – 24") (CWSRF Ineligible Item)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
61	5	EA		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal of Cast Iron Flush Valve Apparatus from Sewer Manhole			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
62	9	EA		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal of Water Service Line from Sewer Manhole to A Minimum Distance of Two (2) Feet Beyond the Exterior Face of the Manhole Wall			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
63	9	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Location and Selective Removal of Water Line from Water Main to Manhole to Manhole			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
64	9	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Replace 5/8" to 1" Lead Service Line with 1" Water House Connection (CWSRF Ineligible Item)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
65	5	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Replace 1.5" Lead Service Line with 1.5" Water House Connection (CWSRF Ineligible Item)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
66	5	EA		

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Replace 2" Lead Service Line with 2" Water House Connection (CWSRF Ineligible Item)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
67	5	EA		

Wording for "DESCRIPTION" is provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

1-2 ADDITIONAL REQUIREMENTS

All blank spaces in this Proposal section shall be filled. A bid price shall be indicated for each bid item. Bids received without all such items completed will be considered non-responsive. The bid shall contain an acknowledgement of receipt of all Addenda in space provided. The Louisiana Uniform Public Work Bid Form & Unit Price Form (if applicable) and the amount of Deposit or Bid Bond five percent (5%) of the total amount of the proposal is REQUIRED to be submitted in a sealed envelope on bid opening date. The two (2) lowest numerical bidders have three (3) days after the bid opening (exclusive of Saturdays, Sundays and Holidays) to submit any additional information such as (Voluntary Extension Sheet, Affidavit, Economically Disadvantage Business Summary Sheet if applicable) as well as requirements of Sections 1-3 through 1-6 below. Failure to do so will render the bid non-responsive.

1-3 BIDDER DECLARATION

_____ do hereby declare that _____ the only person _____ interested in this proposal and that no other person than the one _____ herein named have any interest herein or in the contract proposed to be taken; that it is made without any connection with any other person or persons making proposal for the same work and that it is in all respects fair and without collusion or fraud; also that no member of the Sewerage and Water Board or of the City Council of the City of New Orleans or any officer or employee of the City of New Orleans or of the several boards thereof, who are by law excluded from participation herein, and directly or indirectly interested herein or in furnishing bond or in any portion of the profits hereof.

_____ do hereby also declare that _____ have LOUISIANA CONTRACTOR'S LICENSE in the field of _____ with NUMBER _____.

And _____ do further declare that _____ have carefully examined the annexed specifications and the drawings furnished, and personally inspected the ground and that _____ will contract to provide the necessary tools, machinery and apparatus and other means of construction, and to furnish all labor and material specified in this contract or called for by the plans, necessary to complete the work in the manner specified and within the time mentioned in the specifications and according to the requirements of the Engineer, as herein set forth.

1-4 In accordance with Louisiana Revised Statute 38:2227 the following affidavit shown on the next page must be submitted with the bid, or no later than 3 days after the bid opening (excluding Saturdays, Sundays, and Holidays). Failure to do so will render the bid non-responsive. **Please note, THE AFFIDAVIT MUST BE NOTARIZED.**

1-5 GUARANTEES

_____ guarantee that the whole of the work under this contract will be substantially completed within 330 calendar days after the date of the "Commencement of Contract Times."

In case of delay in the completion of the contract beyond the contract time of completion as determined by the Board hereby agree to pay, as liquidated damages, the sum of **Two Thousand Dollars (\$2,000.00)** for each calendar day of such delay, which liquidated damages shall become due by the mere elapsing of the delay without the necessity of putting _____ in default.

1-6 EMERGENCY PROCEDURES

Contractor must furnish telephone numbers for routine or emergency telephone calls.

NAME _____ TITLE _____

TELEPHONE NO.:
NORMAL CALLS _____

EMERGENCY _____

1-7 ACKNOWLEDGEMENT OF CONSENT DECREE

I, _____, hereby certify that I have read and understand the Consent Decree with attachments or the pertinent parts thereof and am familiar with the terms and conditions therein and will pay any fines or penalties that will be assessed against the Sewerage and Water Board or City of New Orleans (or reimburse them therefor) which are imposed by the terms of said Decree with attachments resulting from the action or actions of _____ in its performance of or its failure to perform its duties under this Contract.

**STATE OF LOUISIANA
PARISH OF ORLEANS**

AFFIDAVIT

BEFORE ME, the undersigned authority, duly commissioned and qualified and sworn in and for the State and Parish aforesaid, personally came and appeared _____ who after being duly sworn, did depose and say as follows:

- 1) He/she is the _____ (title) of _____ (company);
- 2) He/she has not been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes, or equivalent federal crimes, listed in Louisiana Revised Statute 38:2227, specifically: public bribery, corrupt influencing, extortion, money laundering, theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors misapplication of payments, malfeasance in office.
- 3) The contracting entity, person or corporation whose principal(s), member(s), and /or Officer(s) have, within the preceding 5 years, not been convicted or plead guilty to, a felony under state or federal statutes, for embezzlement, theft of public funds, bribery, falsification or destruction of public records; (City Code Section 2-8)
- 4) The following is a list of individual partners, incorporators, directors, managers, officers, organizers, or members who have a minimum ten percent interest ownership interest in the bidding entity:

_____ (name)	_____ (name)
_____ (name)	_____ (name)
_____ (name)	_____ (name)
- 5) No other persons hold an ownership interest in the bidding entity via a counter letter.
- 6) None of the above named individual partners, incorporators, directors, managers, officers, organizers, or members, who has a minimum ten percent interest ownership in the bidding entity, been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes, or equivalent federal crimes, listed in Louisiana Revised Statute 38:2227, specifically: public bribery, corrupt influencing, extortion, money laundering, theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors misapplication of payments, malfeasance in office.
- 7) He/she is not delinquent on any taxes owed the City of New Orleans or fees/charges to the Sewerage and Water Board. (City Code Section 2-8)

The following sections apply only to Public Works Contracts:

- 8) In accord with LA Revised Statute 38:2212.10 the entity represented herein is registered and participates in the "Status verification system" of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a), known as the "E-Verify" program to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- 9) The entity represented herein shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- 10) The entity represented herein shall require all subcontractors to submit to the contractor a sworn affidavit verifying compliance with the Status verification system.

WITNESSES:

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS

_____ **DAY OF** _____, 20_____.

NOTARY PUBLIC

Notary Id. No. or Bar Roll No.

PLEASE PRINT NAME OF NOTARY

CONTRACT

THIS CONTRACT is by and between the Sewerage and Water Board of New Orleans (“Owner”) and _____, (“Contractor”) in consideration of the mutual covenants set forth herein, agree as follows:

1. WORK.

1.1. Contractor shall complete the Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1.1.1. **The rehabilitation of existing main line sanitary sewers via mainline cleaning and CCTV inspections, excavated point repairs, full length main line replacement, house connection service lateral replacements, full-length Cured-In-Place Pipe (CIPP) lining, service lateral Cured-In-Place Pipe (CIPP) lining and manhole rehabilitation.**

2. THE PROJECT.

2.1. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2.1.1. **Contract 30232 Carrollton Basin No. 3 Sewer Rehabilitation**

3. ENGINEER.

3.1. The Project has been designed by **Stantec Consulting** (Designer) who is to act as the Engineer-of-Record under the oversight and administration of the Owner’s Representative.

4. CONTRACT TIMES.

4.1. Time of the Essence: Time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2. Days to Achieve Substantial Completion and Final Payment:

4.2.1. The Work shall be substantially completed within 330 calendar days from the “Commencement of Contract Times” until “Substantial Completion” and within 360 calendar days from the “Commencement of Contract Times” until completed and ready for “Final Completion.” Contract is subject to interim “Milestones” in accordance with Section 013513 “Special Project Procedures for Consent Decree.”

4.3. Liquidated Damages: \$2,000.

4.3.1. Should the Contractor fail to commence or start the work within the time

allotted or fail to complete individual phases of the work within the times allotted for said individual phases, the Contractor shall pay to the Board the sum of \$2,000 liquidated damages for each calendar day beyond the times specified. If unforeseen circumstances are encountered at the work site, the Contractor may request in writing an extension in days for the completion of work. If granted, the extension of time must be approved in writing by the Engineer and submitted with the invoice.

4.4. Night, Weekend, or Holiday Work:

4.4.1. Night, weekend or holiday work which requires the presence of an engineer or inspector will not be permitted except in cases of emergency or by permission of the Engineer. Except in cases of emergency, all requests for night, weekend or holiday work shall be submitted in writing at least seven calendar days prior to the work being performed. Any approved night, weekend or holiday work requires prior written authorization from the Engineer

5. CONTRACT PRICE.

5.1. Owner shall pay Contractor _____ and No/100 (\$_____) Dollars for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the prices stated in Contractor's Bid attached hereto as an exhibit.

6. PAYMENT PROCEDURES.

6.1. Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2. Progress Payments and Retainage: Owner will make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on the date of each month as established in the preconstruction conference during performance of the Work as provided herein. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements.

6.2.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

6.2.1.1. Ninety-five percent of Work completed for contracts in the amount of \$500,000.00 or greater (with the balance being retainage).
Ninety percent of Work completed for contracts in an amount less than

\$500,000.00 (with the balance being retainage).

6.2.2 In accordance with Louisiana Revised Statute 38:2249, Contractor may withdraw up to the entire retained amount if they deposit an equal amount in a Certificate of Deposit issued by a commercial bank or savings and loan located in Louisiana.

6.2.3. In accordance with Louisiana Revised Statute 38:2248(A), retainage will be released within 45 days of Final Acceptance by the Sewerage and Water Board of New Orleans' Board of Directors.

6.2.4. Upon Substantial Completion, Owner will pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer will determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.3. Final Payment:

6.3.1. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner will pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 14.07.

7. CONTRACTOR'S REPRESENTATIONS.

7.1. Contractor makes the following representations:

7.1.1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

7.1.2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

7.1.3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

7.1.4. Contractor has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) if any, which have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified in Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data."

7.1.5. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

7.1.6. Based on the information and observations referred to above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.1.7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7.1.8. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

7.1.9. The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

8. CONTRACT DOCUMENTS.

8.1. Contents:

8.1.1. The Contract Documents that are attached to this Contract (except as expressly noted otherwise) consist of the following:

8.1.1.1. This Contract

8.1.1.2. Payment and Performance Bond:

8.1.1.3. General Conditions:

8.1.1.4. Supplementary Conditions:

8.1.1.5. Specifications as listed in the table of contents:

8.1.1.6. Drawings consisting of **34** sheets with each sheet bearing the

following general title: “**Sewer Rehabilitation No. 3 Carrollton Basin**”

8.1.1.7. Addenda: _____

8.1.2. Exhibits to this Contract (enumerated as follows): _____

8.1.2.1. Contractor’s Bid

8.1.2.2 Contractor’s Insurance Certificates

8.1.2.3 Contractor’s Corporate Resolution

8.1.3. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

8.1.3.1. Notice to Proceed

8.1.3.2. Work Change Directives

8.1.3.3. Change Order(s)

8.2. There are no Contract Documents other than those listed above in this Article.

8.3. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

9. MISCELLANEOUS.

9.1. Terms used in this Contract will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.2. Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.3. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.4. Assignment of Contract:

9.4.1. No assignment by a party hereto of any rights under or interests in the Contract shall be binding on another party hereto without the written consent of the

party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.5. Contractor's Certifications:

9.5.1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:

9.5.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in Contract execution;

9.5.1.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract Price at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

9.5.1.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

9.5.1.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10. Force Majeure:

Neither party shall be liable for any failure to make or accept one or more deliveries arising out of any embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not restricted to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the owner, or any manufacturer, supplier or carrier of the machinery, materials or supplies required hereunder, or any other similar circumstance beyond the control of the party.

11. Jurisdiction & Venue:

Moreover, Contractor, by act of signing this Contract, consents and yields to the jurisdiction of the Civil District Court of the Parish of Orleans of the State of Louisiana and does formally waive any plea of lack of jurisdiction, on account of their residence elsewhere in the event of suit under this Contract. This Contract shall be governed by and shall be interpreted in

accordance with the laws of the State of Louisiana. Contractor agrees that any suit arising out of this Contract shall be brought in the Civil District Court for the Parish of Orleans and Contractor hereby waives any objection to improper venue and agrees to submit to the jurisdiction of said court.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Contract will be effective on _____, 2023 (which is the Effective Date of the Contract).

SEWERAGE AND WATER BOARD OF NEW ORLEANS

BY: _____
GHASSAN KORBAN, EXECUTIVE DIRECTOR

WITNESSES:

Print: _____

Print: _____

NOTARY PUBLIC

The foregoing contract is approved as to form.
New Orleans, Louisiana

_____ day of _____, 2023.

YOLANDA GRINSTEAD, SPECIAL COUNSEL
SEWERAGE AND WATER BOARD OF NEW ORLEANS

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Contract will be effective on _____, 2023 (which is the Effective Date of the Contract).

(COMPANY'S NAME)
LOUISIANA LICENSE NO. _____

BY: _____
TITLE: _____

WITNESSES:

Print: _____

Print: _____

**RECORDED IN THE PARISH OF ORLEANS
STATE OF LOUISIANA**

ON _____

N.A. # _____

INSTR.# _____

[END OF SECTION]

SECTION 013513 - SPECIAL PROJECT PROCEDURES FOR CONSENT DECREE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes environmental requirements meeting consent decree conditions.
- B. The work described under this contract is being performed in response to an EPA Consent Decree and fines for failure to meet mandated completion deadlines are significant. Contractor shall direct the full force of his efforts toward completion of the work within the time stipulated. Liquidated Damages set forth in the agreement will be rigidly enforced for failure to start work or failure to complete work on time.
- C. The parties agree that the work and duties required to be performed in accordance with the Contract Documents shall meet and comply with all environmental requirements to include the laws and regulations of the United States and the State of Louisiana, and shall satisfy and be in accord with the provisions of the Consent Decree with attachments entered into by and between the OWNER and CITY with the EPA and the UNITED STATES in the matter entitled "UNITED STATES OF AMERICA V. SEWERAGE AND WATER BOARD OF NEW ORLEANS, ET AL," No. 93-3212, United States District Court, Eastern District of Louisiana and all modifications thereof, which provisions the CONTRACTOR must acquaint itself and become familiar with prior to bidding on said Contract.
- D. The above mentioned Consent Decree is available on the Sewerage and Water Board web site, http://www.swbno.org/docs_consentdecree.asp

1.3 CONTRACTOR REQUIREMENTS

- A. CONTRACTOR specifically acknowledges the Board has made said Decree with attachments available for review and CONTRACTOR has read said decree with attachments or the pertinent parts thereof and is familiar with the terms and conditions thereof, and will pay any fines or penalties that will be assessed against the OWNER or CITY (or reimburse them therefore) which are imposed by the terms of said decree with attachments resulting from the actions of CONTRACTOR in performance of or its failure to perform its duties under this Contract.
- B. The contractor shall be required to complete Interim Consent Decree Milestones for the 25%, 50% and 75% of the contract work. These respective dates will be calculated by multiplying 1.) The contract duration from commencement of the contract time until substantial completion as per the Agreement with 2.) the respective milestone percentage and rounding up to the next whole day.

C. For measuring purposes toward the Consent Decree Milestones, the percent complete will be calculated by dividing the value of work that has been completed and approved by the Engineer by the total bid amount for the milestone items as scheduled in Section 012200 Unit Prices.

D. Milestone Schedule:

<u>Milestone</u>	<u>Duration</u>
25%	113 cal. days
50%	165 cal. days
75%	248 cal. days

E. Pre-Inspection Schedule Requirements: Contractor shall line clean and perform the pre-rehabilitation CCTV for all line segments scheduled for rehabilitation work in this contract within the first sixty (60) calendar days of receiving NTP, including the submittal of the video inspection for review.

1.4 PENALTIES

A. Should the Board be penalized under the Consent Decree for not meeting these milestones, the Contractor shall be responsible for reimbursement to the Board of those penalties as identified in Paragraph 79 of the Consent Decree.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013513