



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

Sewerage & Water Board OF NEW ORLEANS

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

Addendum No. 2

Date: 12/9/2025

Your reference is directed to **Contract Number:** 2025-SWB-50 (Contract 30200) for Kansas Street Sewer Force Main Replacement Project which is scheduled to open at **11:30 a.m. CST** on **December 12, 2025** for SWBNO Engineering Department.

This addendum provides for the following:

- 1) Contract Title
- 2) Questions and Answers
- 3) 00 52 13 Agreement Form – V1
- 4) 00 41 13 Uniform Public Bid Form_Rev
- 5) EDBP Construction Policy

1. Contract Title

2025-SWB-50 Contract 30200 Kansas Street Sewer Force Main Replacement Project

2. Builders Risk Coverage – Please Advise if the contractor or owner is responsible for this coverage.

Please refer to the supplementary conditions.

3. If you are a DBE and bid this as the GC, the work self performed by the DBE GC can not be counted towards the goal?

All bidders are required to utilize the most recent Sewerage and Water Board State-Local Disadvantaged Business Enterprise Program Approved Vendor Listings for Construction, Goods & Services/Professional Services, in their selection of DBE entities to meet DBE participation goals. The LA-UCP Certified Listing is considered an acceptable alternative. Bidders are required to utilize DBEs as subcontractors or suppliers only in the areas for which they are certified, and performing commercial useful functions which are consistent with the work required on this contract. A description of the areas of work that DBE's can provide is contained in these vendor listings. In addition, an alphabetical list of vendors/contractors is provided indicating the name of the company, address, name of owner, telephone number, fax number, the date the company became certified, and a description of the work that these entities are certified to perform. Companies that are already certified as a DBE cannot fulfill the DBE requirements by listing themselves as the

subcontractor to meet the DBE goal. The prime contractor shall select another DBE from the Sewerage and Water Board's Approved Vendor Listing.

The above revisions shall be incorporated in and take precedence over any conflicting part of the original proposal documents. This addendum is hereby officially made a part of the referenced proposal.

Receipt of this addendum shall be acknowledged by inserting its number and date in the space provided on the Louisiana Uniform Public Works Bid Form.

This addendum consists of twenty-five (25) pages.

*** END OF ADDENDUM ***

AGREEMENT

THIS AGREEMENT is by and between the Sewerage and Water Board of New Orleans

(Owner) and _____

(Contractor).

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. This project's work includes replacing an existing 16-inch sewer force main with a 16-inch HDPE pipe. The pipe being replace spans along Kansas St. from Seine St. to General de Gaulle Blvd.'s Southern Neutral Ground and from General de Gaulle Blvd.'s Northern Neutral ground to Vespasian St. along an existing Sewerage & Water Board of New Orleans service easement. Installation of the new line will primarily be horizontal directional drill installation (approximately 1,800 linear feet), Jack & Bore installation under the General de Gaulle Blvd sections (approximately 140 linear feet with 24" steel encasement pipe), and some direct bury installation (approximately 280 linear feet) near the four (4) tie-in locations.

1.1.2. This project's work includes retaining the sewer force main aerial crossing at the General de Gaulle Blvd. canal. The proposed work listed above (Section 1.1.1.) shall tie into each side of this aerial crossing.

1.1.3. This project's work includes furnishing and installing several sewer force main infrastructure pieces, such as air release valve, plug valve, and sewer valve manholes.

1.1.4. This project's work includes removing approximately 28 linear feet of existing sewer force main and abandoning approximately 2,200 linear feet of existing sewer force main with sand/cement flowable fill.

1.1.5. This project's work includes restoring all surface pavements, general site restoration, and any disturbed utilities in accordance to the plans and the governing agencies (LaDOTD and DPW).

1.1.6. This project's work includes submitting, implementing, and maintaining, an approved temporary traffic control plan for both DPW and LaDOTD right-of-ways.

1.1.7. Contractor shall also acquire a LaDOTD Temporary Access Permit prior to performing the exploratory excavations in the LaDOTD right-of-way.

1.1.8. Contractor shall also submit a shoring plan signed by a professional structural engineer for the LaDOTD Temporary Access Permit and the main work in the LaDOTD right-of-way.

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 30200 Kansas Street Sewer Force Main Replacement Project.**

3. ENGINEER

3.1. The Project has been designed by **ILSI Engineering** (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. **A: Days to Achieve Substantial Completion and Final Payment:**

4.2.1. **The Work shall be substantially completed within 150 calendar days from the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 calendar days after the date when the Contract Times commence to run.**

4.3. Liquidated Damages:

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 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 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 Statute 38:2248.A, retainage will be released within 45 days of Final Acceptance by the SWBNO 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 Agreement (except as expressly noted otherwise) consist of the following:

8.1.1.1. This Agreement.

8.1.1.2. 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 [22] sheets with each sheet bearing the following general title: [**“ Contract 30200: Kansas Street Sewer Force Main Replacement Project”.**]

8.1.1.7. Addenda

8.1.2. Exhibits to this Agreement (enumerated as follows):

8.1.2.1. Contractor’s Bid.

8.1.3. The following which may be delivered or issued on or after the Effective Date of the Agreement 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 Agreement 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement 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 Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER: _____

CONTRACTOR: _____

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No. _____

(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

END OF SECTION

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR: Contract 30200
Kansas Street Sewer Force Main Replacement Project

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: ILSI Engineering, and dated: February 19, 2024

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.

NOTE TO BIDDERS: (Insert Applicable Notes if Alternates are required)

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 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.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is 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 30200
Kansas Street Sewer Force Main
Replacement Project

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 checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal and Disposal of Existing Portland Cement Concrete Pavement			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C202(52)(C)	309	SY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal and Disposal of Existing Sidewalk, Driveway, Foot Lap (Concrete, Brick, Asphalt, or etc.)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C202(52)D	7	SY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Removal and Disposal of Existing Curb (Concrete, Asphalt, Brick, etc.)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C202(52)(E)	84	LF		

DESCRIPTION:	<input checked="" 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>)
C202(52)(I)	301	SY		

DESCRIPTION:	<input checked="" 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>)
C203(51)	108	CY		

DESCRIPTION:	<input checked="" 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>)
C203(59)	983	SY		

DESCRIPTION:	<input checked="" 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>)
C203(60)	447	SY		

DESCRIPTION:	<input checked="" 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>)
C302(51)	108	CY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Superpave Asphaltic Concrete Wearing Course (2" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C502(53)-1	301	SY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Superpave Asphaltic Concrete Binder Course (5" Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C502(53)-2	301	SY		

DESCRIPTION:	<input checked="" 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>)
C601(54)	309	SY		

DESCRIPTION:	<input checked="" 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>)
C706(51)(A)	7	SY		

DESCRIPTION:	<input checked="" 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>)
C707(56)	170	LF		

DESCRIPTION:	<input checked="" 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>)
C714(51)	126	SY		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# New 16" Plug Valve For Sewer			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C742(52)(F)	2	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# New Sewer Valve Manhole (48")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C742(74)	3	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Plug Existing 16" Sewer Main and Fill With Flowable Material (Sand/Cement/Mixture)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C741(78)	2,200	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Replace Existing Sewer 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>)
C742(62)	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Replace Existing Sewer H.C. Beyond Back Of Curb			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C742(63)	10	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Saw Cut Concrete Curb, Pavement, Sidewalk, Driveway, ETC. According to Plans (“Depth)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
CF-3	147	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Root Pruning			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
CF-10	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ No. 1 Standard Catch Basin			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C702(53)M	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Install 16” HDPE Sewer Force Main			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C742(51)(16)(D)	281	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Install 16” HDPE Sewer Force Main Via HDD			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C742(51)(16)(D)HDD	1,848	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Remove Existing Sewer Force Main Pipe			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C742(51)(16)(D)REM	28	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Remove and Replace Fencing (Match-In-Kind)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
CS-01	30	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Air Release Valve			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C742(51)	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ 16” Sewer Force Main Offset			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C741(72)(F-01)	1	EA		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ Exploratory Excavation			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
EX-1	3	LS		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Jack or Bored Pipe (Casing 24", Steel, B, 0.375")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C728(51)	139	LF		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ Install Sewer Manhole			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
C742(55)	10	VF		

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 180 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.

***Economically Disadvantaged Business Enterprise Program Policy
for Construction Projects***

The Sewerage and Water Board of New Orleans has authorized the Economically Disadvantaged Business Program (EDBP) and Construction Review Committee (CRC) to establish a (36%) DBE goal for this project. Bidders are required to utilize the race and gender-neutral SLDBE and/or LA-UCP directory of certified Disadvantaged Business Enterprise vendors. The awarded bidder must illustrate a plan to meet the established goal by listing certified DBEs that they have engaged to participate as subcontractors.

1. Policy:

It is the policy of the Board that DBE firms, as defined in the Board's Disadvantaged Business Enterprise Plan, shall have the maximum allowable opportunity to compete for the award of the participation in the performance of the Board's publicly bid contracts. Consequently, the CRC and the Board have set the DBE participation goal applicable to this construction project. The Board and its contractors shall not discriminate based on race, color, national origin, or sex in the award and performance of the Board's publicly bid projects.

2. DBE Obligation:

The Board and its contractors agree to ensure that DBE's, as defined in the Board's Disadvantaged Business Enterprises Plan, shall have the maximum allowable opportunity to compete for the award of the participation in the performance of contracts and subcontracts provided under this agreement. In this regard, contractors shall take all necessary and reasonable steps in accordance with this DBE Plan to ensure that DBE's have the maximum allowable opportunity to compete for such contracts. The Board and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the Board's publicly bid contracts.

3. Utilization of DBE Vendor Listings:

All bidders are required to utilize the most recent Sewerage and Water Board State-Local Disadvantaged Business Enterprise Program Approved Vendor Listings for Construction, Goods & Services/Professional Services, in their selection of DBE entities to meet DBE participation goals. The LA-UCP Certified Listing is considered an acceptable alternative. Bidders are required to utilize DBEs as subcontractors or suppliers only in the areas for which they are certified, and performing commercial useful functions which are consistent with the work required on this contract. A description of the areas of work that DBE's can provide is contained in these vendor listings. In addition, an alphabetical list

of vendors/contractors is provided indicating the name of the company, address, name of owner, telephone number, fax number, the date the company became certified, and a description of the work that these entities are certified to perform. Companies that are already certified as a DBE cannot fulfill the DBE requirements by listing themselves as the subcontractor to meet the DBE goal. The prime contractor shall select another DBE from the Sewerage and Water Board's Approved Vendor Listing.

4. Contacting DBE's and Obtaining a Firm Price

All prime contractors are required to contact DBEs and obtain a firm price before listing the DBEs on the Participation Summary Sheet. As confirmation of established contact, bidder will submit the Acknowledgement of Negotiated Terms Between Prime Contractor and DBE Subcontractor Form that reaffirms agreement of scope of work and monetary compensation. These forms, included in this bid specification, are to be submitted no later than stipulated in bid/proposal specifications to submit other additional information.

5. Setting Minimum Participation Goals:

The stated minimum percentage DBE participation goal established by CRC and approved by the Board applies to the work of this contract. The two lowest numerical bidders must complete and submit a DBE Participation Summary Sheet, and other required documents, as stipulated in bid specifications, no later than three (3) days after the bid opening (excluding Saturdays, Sundays and holidays). The DBE Participation Summary Sheet should be completed properly, showing that at least the percentage goal of the total contract bid price will be subcontracted or otherwise awarded through procurement action to DBE's. The Board's DBE Officer may, if deemed advisable, request further information, explanation or justification from any bidder. Should the bidder fail to comply with these requirements, the bid shall be considered non-responsive, unless:

- a. An affidavit is furnished by the bidder with its bid showing that the DBE goals cannot be met for the following reasons:
 - (1) No DBE firms made offers. Here, it must be shown, documented and demonstrated that good faith efforts (as defined in Part III, D, 2. of the Board's DBE plan) were made by the bidder to obtain the participation of DBE firms and that they did not respond, or
 - (2) The DBE offers made and accepted for subcontract and/or material supplies do not total the stated goal for participation, but total a lesser percentage, and

(3) The bidder was unable to obtain DBE further participation, despite his or her demonstrated good faith efforts (as defined in Part III, D, 2 of the Board's DBE Plan) to obtain additional participation by DBE firms.

b. Each of the assertions made by the bidder must be supported by documentary evidence.

6. Determination of Efforts to Meet Goals:

Initial determination of bidder efforts to meet the DBE participation goal shall be based on the DBE participation representations submitted by the two lowest numerical bidders no later than three (3) days after the bid opening (excluding Saturdays, Sundays and holidays). Bidders shall submit all the forms required herein no later than three (3) days after the bid opening (excluding Saturdays, Sundays and holidays), and the DBE Office will examine the contents thereof. The Board's DBE Officer may, if deemed advisable, request further information, explanation or justification from any bidder. Bidders shall submit all documents as instructed above, unless stated otherwise within Bid Specification.

7. Good Faith Efforts:

The Board expects bidders to meet the established DBE participation goal or demonstrate a good faith effort to meet the goal. If proposers are unable to meet the goal, Documentation of Good Faith Effort must be submitted along with all required bid documents. The policy and required forms can be found on the SWBNO website at [Disadvantaged Businesses - Sewerage & Water Board of New Orleans](#) .

8. Failure to Comply with DBE Bid Specifications:

All bidders for this Board contract are hereby notified that failure to comply with the above DBE specifications may constitute the bid as being non-responsive, and sufficient cause for rejection.

9. Other Clauses Unaffected:

Nothing contained herein shall invalidate, change, annul, release, restrict, or affect the liability on the bonds or insurance given by the contractor, or the time required for completion of the contract.

10. Contract Monitoring:

The Board's DBE Office will monitor contractor during the operation of the contract to ensure that the contractor meets all of its DBE obligations as specified in the contract bid. The Board's DBE office shall establish rules and regulations, to be approved by the Board, for the ongoing monitoring of contractor compliance.

Disadvantaged Business Enterprise Program Office personnel or their designated representative shall be allowed to conduct periodic monitoring of contractors' compliance with the agreed to Disadvantaged Business Enterprise Program participation requirements. Contractors shall be required to complete and return to the Disadvantaged Business Enterprise Program Office in the time required all requests for information and data relative to the contractors' activities in meeting the required Disadvantaged Business Enterprise participation goal.

Additionally, Disadvantaged Business Enterprise Office personnel or their designated representative shall have access to contractor and subcontractor(s) records pertaining to, but not specifically limited to labor, costs and materials supplied and used on the Board contract, as well as inspection and photocopying of any and all contracts, agreements and correspondence relative to the Disadvantaged Business Enterprise contract participation requirements. Such inspection will be performed during normal business hours and will be conducted in such a fashion so as to minimize interference with production of the contract. Visits may be made to job sites, as well as to administrative offices of the contractor and subcontractor(s) participants. Such inspection and on-site visits may be scheduled with or without prior notice to the contractor or Disadvantaged Business Enterprise subcontractor participant. Contractors' failure to comply with these monitoring requirements may result in termination of the contract or such other remedy as deemed appropriate by Board.

11. Maintaining Records:

Subsequent to the completion of a contract, contractors are required to maintain for three (3) years such records as are necessary to determine compliance with their DBE obligations. During construction, or performance of the DBE obligations, contractors shall submit reports as requested to enable the DBE Office to monitor this compliance.

12. Umbrella Bonding:

On contracts where subcontracting exists and where practicable (i.e., when a substantial risk or financial hardship would not be incurred by the prime contractor), the contractor may use an umbrella bond to encompass the DBE firm.

13. Board Action to Seek Compliance:

The contractor consents to such appropriate actions taken to ensure that prime contractors and subcontractors comply with the DBE provisions, to include but not limited to:

- a. desk audits to review all material, and information concerning the contractor's compliance;
- b. on-site reviews that may include interviews, visits to project locations, and inspection of documents and/or information not available at the desk audit that pertains to the contractor's compliance;
- c. any additional investigation that may be called for by a lack of proper record keeping, failure of the prime contractor to cooperate; failure of DBEs to cooperate; visible evidence unsatisfactory performance; other evidence as may warrant further investigation.

14. Non-Compliance Finding:

The Board staff will make compliance determinations regarding its prime contractors. Documentation of noncompliance will include the specific areas in which the contractors failed to comply. In these instances, appropriate legal action consistent with the DBE and other contract provisions will be taken.

15. Contractor's Duties

Record Keeping

Successful bidders shall establish and maintain records and submit regular reports to the DBE office as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE participation efforts.

Failure To Comply With EDBP Participation Requirements

Failure to comply with any of the EDBP requirements of this contract shall constitute a violation of the terms and conditions of this contract and a cause for the termination of the contract at the option of the Board.

Such violations shall include, but not limited to:

- Failing to meet the percentage participation requirements as set out in the contract documents.

- Failing to use certified EDBP contractors/vendors in performing the scope of work as identified in the contract documents (EDBP participation summary sheet).
- Failing to comply with the “monitoring of EDBP requirements” included herein as part of the contract, such as contractors:
- Failure to submit monitoring reports and any other necessary reports timely and adequately as required by the EDBP Office.
- Failure to grant access to contractor/subcontractor records by EDBP Office personnel, and
- Failure to allow on-site investigations and visits, etc.
- Failing to report the removal or termination of a certified EDBP vendor /subcontractor.
- Failing to secure authorization for replacement of certified EDBP subcontractors from the Director of the Economically Disadvantaged Business Program.

In Lieu of termination the Board, through the EDBP Office, may impose the following penalties:

- Withhold from the contractor in violation up to 10% of all future payments due to the contractor, until such time as the violations have been corrected.
- Withhold from the contractor in violation, all future payments until such time as the violations have been corrected.

Subcontract Clause

All bidders and potential contractors must assure the Board that they will include the above clauses in all agreements, which offer further subcontracting opportunities.

Contract Award

Bidders are hereby advised that meeting DBE subcontract goals or making a demonstrated good faith effort to meet such goals are conditions of being awarded and maintaining construction, procurement, or professional services contracts by the Board.

Restrictions on DBE Subcontracting

No **DBE** subcontractor or vendor selected to perform work as a **DBE** on a Sewerage and Water Board contract will be allowed to subcontract any portion of its work to a non-Board

certified **DBE**, unless the work to be performed is necessary for the execution of the contract and there are no Board certified **DBE**'s available to perform such work.

This process will require that each **DBE** participant performing work on a Sewerage and Water Board funded contract submit a request to subcontract out any portion of work deemed necessary for execution of the contract to the Board's **EDBP** office. On a form provided by the **EDBP** office, the **DBE** contractor or vendor will indicate the dollar amount of work to be subcontracted, the specific scope or nature of the work, the percentage of the total amount of work to be performed by the **DBE** subcontractor and vendor, and the entity to whom the work will be subcontracted.

Both prime and **DBE** subcontractors are advised that the failure to comply with these requirements may result in the loss of **DBE** certification and non-compliance by the prime contractor in meeting **DBE** contractual obligations.

Changes In DBE Participation

The Prime Contractor will not be allowed to make changes in DBE participation without submittal of a written request explaining reason, a revised Participation Summary Sheet and approval by the Director of the Economically Disadvantaged Business Program. Failure to comply with these requirements may result in non-compliance by the Prime Contractor in meeting DBE contractual obligations.

16. Failure to Carry Out DBE Policy:

All bidders, contractors, or subcontractors for this Board contract are hereby notified that failure to comply with the DBE policy and DBE obligations, set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Board, to include excluding bidder from bidding on future Board contracts.