SEWERAGE AND WATER BOARD OF NEW ORLEANS



REQUEST FOR QUOTATION

<u>DPS 10 # 1 PUMP ASSEMBLY AND COMMISSIONING AT</u> DPS 10 (9600 Haynes Blvd.)

SWBNO PROJECT 2023-SWB-72 (ME 23-0031)

QUOTATION DUE DATE: October 26, 2023 QUOTATION TIME: 11:00 A.M., LOCAL TIME

QUOTE OF:		
	(CONTRACTOR'S NAME)	
	(CONTRACTOR'S LICENSE)	

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INSTRUCTIONS FOR SUBMITTING QUOTATIONS

- 1. Submit "PART 1, QUOTATION FORMS" only as your quote.
- 2. Retain "PART 2, SPECIAL PROVISIONS AND CONTRACT DOCUMENTS" for your records.

PART 1

SEWERAGE AND WATER BOARD OF NEW ORLEANS

CONSTRUCTION QUOTATION FORM

DPS 10 # 1 PUMP ASSEMBLY AND COMMISSIONING AT DPS 10 (9600 Haynes Blvd.)

SWBNO PROJECT ME 23-0031

Quotations will be received up to 11:00 A.M., Local Time, on October 26, 2023, by the Purchasing Department, Room 133, 625 St. Joseph Street, New Orleans, LA 70165, Attn: Shelita Sells or via email at ssells2@swbno.org. No responses will be considered for award after 11:00 A.M.

I (We) hereby agree to furnish all materials, tools, equipment, and labor to perform the work required for the construction of the following project:

DPS 10 # 1 PUMP ASSEMBLY AND COMMISSIONING AT DPS 10 (9600 Haynes Blvd.)

as set forth in the following documents:

- 1. Request for Quotation
- 2. Construction Quotation Form
- 3. Special Provisions/Technical Specifications
- 4. Agreement
- 5. The Construction Drawings
- 6. The Standard Specifications
- 7. The following enumerated addenda: A and B

The undersigned, as vendor, declares that the only persons or parties interested in this quotation as principals are those named herein; that this response is made without collusion or combination of any kind or character with any other person, firm, association or corporation, or any member or official thereof, that he has carefully examined the site of the proposed work, the plans, Standard Specifications and Special Provisions above mentioned, and the form of contract and contract bond; that he proposes, and agrees, if this response is accepted to provide all necessary machinery, tools, apparatus, and other means of construction and will do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed and in accordance with the requirements of the Engineer as therein set forth; and that he hereby proposes to accept as full compensation there for the summation of the quantities of work and material actually incorporated in the complete project, as determined by the Engineer, multiplied by the respective unit prices shown on the schedule of quote items when applicable, or per the lump sum price, herein quote.

The undersigned proposes to perform all extra and force account work that may be required on the basis provided in the specifications, to give such work his personal attention and to secure economic performance.

The undersigned further agrees that the quote is firm for a period of sixty (60 days) from the opening of quotations and no response can be withdrawn for any reason during this period of time.

The undersigned further agrees that within fifteen (15) days after notice that the Parish has been authorized to enter into a contract, he will execute the agreement and furnish to the SWBNO all insurance certificates required by Contract. The Contractor shall also furnish a satisfactory performance and payment bond, said bond to be in an amount equal to the amount of the contract and shall guarantee the faithful performance of the contract for contracts \$25,000 and greater.

The undersigned further agrees that the work will begin no later than fourteen (14) calendar days after the date of the Notice to Proceed and shall be diligently prosecuted at such rate and in such manner as necessary for the completion of the work within the time specified in the agreement.

If this quotation is valued at \$25,000 and greater, accompanying this response is a certified check, cashier's check or a bid bond which represents **Five Percent** (5%) of the amount of the quote, payable to the SWBNO. If this response shall be accepted and the undersigned shall fail to exercise the contract and furnish performance and payment surety bond as provided above, then the bid security shall be forfeited.

Respectfully submitted,	
(Signature)	

THE ATTACHED SHEET MUST BE COMPLETED TO INDICATE WHETHER VENDOR IS AN INDIVIDUAL, UNINCORPORATED FIRM OR A CORPORATION.

THE ATTACHED BID BOND SHEET MUST BE COMPLETED IF A BID BOND, IN LIEU OF A CERTIFIED CHECK OR CASHIERS CHECK, ACCOMPANIES THIS QUOTE.

PART 1 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 of, 20, and	d was attended by a quorum of the member	ers of the Board of
Directors.		
The following resolution was offered, duly second	onded and, after discussion, was unanimo	usly adopted by said
quorum:		
BE IT RESOLVED, that	is hereby authorized to submit	t quotations and
execute agreements on behalf of this corporation with	the Sewerage & Water Board of New Orl	eans.
BE IT FURTHER RESOLVED, that said aut	horization 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 eff	ect until the
Procurement Director of the SWBNO, shall have been	furnished a copy of said resolution, duly	certified.
I,, hereby certify t	hat I am the Secretary of	
, a corporat	tion created under the laws of the State of	·
domiciled in; that the forego	oing is a true and exact copy of a resolution	on adopted by a quorun
of the Board of Directors of said corporation at a m	neeting legally called and held on the	_ day of
, 20, as said resolution appears	of record in the Official Minutes of the B	oard of Directors in my
possession. This day of, 20		
	Secretary	

PART 1 CONSTRUCTION QUOTATION FORM

BID BOND

(Required for Quotes \$25,000 and greater)

That we, the undersigned,	, as
Principal (Vendor), and	
•	unto the and SWBNO as Owner, in the penal sum of five percent ich, well and truly to be made, we hereby jointly and severally bind
_	h that whereas the Principal has submitted to the Owner a certain ereof to enter into an Agreement in writing, for:
	SSEMBLY AND COMMISSIONING AT 10 (9600 Haynes Blvd.)
NOW THEREFORE,	
(a) If said Bid or quotation shall be rejected	ed, or in the alternative,
Form of Contract attached hereto (proposonds for his faithful performance of s	ted and the Principal shall execute and deliver a Contract in the perly completed in accordance with said Bid) and shall furnish aid Contract and for furnishing materials in connection therewith the Agreement created by the acceptance of said Bid,
	e the same shall remain in force and effect; it being expressly Surety for any and all claims hereunder shall, in no event, exceed tated.
• • •	tes and agrees that the obligations of said Surety and its bond shall asion of the time within which the Owner may accept such Bid; and xtension.
IN WITNESS WHEREOF, Said Principal a of, 20	nd Surety have hereunto set their hands and seals, this day
PRINCIPAL (VENDOR)	SURETY
(Address) By:	(Address) By:
(Typed Name and Title)	(Typed Name and Title)

PART 1, QUOTATION FORMS

PRICE RESPONSE PAGE

DPS 10 # 1 ASSEMBLY AND COMMISSIONING AT DPS 10 (9600 Haynes Blvd.)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	DPS 10 # 1 PUMP ASSEMBLY AND COMMISSIONING DPS 10 (9600 Haynes Blvd., New Orleans)	1	Lump Sum	\$	\$

PART 1 SPECIFICATIONS

Walk through/Site Visit
Bid date

September 28, 2023 @ 1p.m.
October 26, 2023 @ 11a.m.

Completion Time 6 Weeks

I. GENERAL INFORMATION

A. Project Description

- A. Although it is not required, the bidders are encouraged to attend a pre-bid site walkthrough on **September 28, 2023, at 1 p.m.**, at 9600 Haynes Blvd, New Orleans, LA. 70127, so they are thoroughly aware of the scope and magnitude of the project before bidding.
- B. Contractor shall provide all labor, materials, and incidentals necessary to unload, install and commission one (1) vertical pump. Detailed shop drawings for the assembly and parts are in Appendix A.
- C. Contractor shall furnish and install all scaffolding, staging, work platforms, structures, tools, hoisting equipment, and instruments to execute the unloading, installation and commissioning.
- D. Contractor shall dewater the pump pit for work required under the station floor.
 - a. Stop logs are available to isolate the pump pit for dewatering. Contractor shall inspect the stop logs and repair, as necessary.
 - b. Contractor shall provide divers as needed.
 - c. Contractor shall install stop logs as needed and shall remove all debris from the pump pit.
 - d. Contractor shall replace antivortex baffle plates depicted on drawings 11522 M4-W10 and 11522 M3-W10, except the Contractor must submit antivortex design for approval by the Owner. The approved design must maintain the 6" holes with spacing as shown on the reference drawing 11522 M4-W10.
 - e. Contractor shall install suction bell onto pump, currently in pump pit.
- E. Contractor shall reassemble pump and motor, startup, and commission the pump.
- F. Contractor shall supply all materials necessary for completing the work required per these specifications. These materials shall include, but not be limited to, spacers, gaskets, fasteners, tape, and supports.
- G. Contractor shall flush, clean and repair grease piping and taps.
- H. Contractor shall execute any other item for installation or testing not listed above but required to complete the pump installation and startup to make the pumps complete in all respects for operation.

B. Work Hours

Extended working hours can be arranged with the S&WB representative.

C. Submit quotes

Quotes must be submitted to the Procurement Department of the Sewage and Water Board of New

Orleans by October 26, 2023, to Attn: Shelita Sells or email at ssells2@swbno.org. All questions not addressed at the walk-through need to be sent in via email to Shelita Sells, Procurement Analyst at ssells2@swbno.org. Deadline date is October 5, 2023, at 5p.m.

D. Communications

Addendums and other communications will be sent via email.

E. Performance

Contractor is responsible for all electrical and mechanical disconnections required to perform the work. Contractor shall supply all tools, equipment, and temporary items necessary and proper to carry out the evident intent of this project.

F. Safety

Contractor is to utilize all the standard safety procedures called for by the construction industry according to the work being performed.

G. Costs

Costs for developing quotations and participating in the selection process are entirely the responsibility of the prospective group and shall not be charged to the SWBNO. There is no expressed or implied obligation for the SWBNO to reimburse prospective group for any expense incurred in preparing proposals or participating in the selection process in response to this request. This price shall include all labor, support vehicle, supply trailer, travel time, materials, equipment and proper disposal of waste.

II. CONTRACT TERMS

A. VENDORS TO EXAMINE LOCATION OF WORK

Vendors shall make a personal examination of the location of the proposed work and of the surroundings. They shall thoroughly acquaint themselves with the details of the work to be done and all the conditions and obstacles likely to be encountered, including hazardous conditions, in the performance and completion of work. Vendors shall inform themselves as to the facilities for the transportation, handling and storage of equipment and materials, and they shall carefully study the plans, specifications and other contract documents and thoroughly satisfy themselves as to the conditions under which the work is to be done, and as to the character, qualities and quantities of work to be performed, and materials to be furnished, and be prepared to execute a finished job in every particular without any extra charge except as may be specifically provided for elsewhere in these contract documents.

B. COMPLETION TIME

- 1. All work shall be completed, and the equipment returned to normal service no more than 6 weeks after delivery of pump and receipt of the written notice to proceed, unless otherwise extended at the direction of SWBNO based on operational needs. Additional time for delivery of any materials that are back-ordered will be allotted as necessary.
- 2. The successful vendor is expected to direct the full force of its effort toward prompt completion of the work in accordance with the required completion time.
- 3. The work performed within the time frame stated above shall also include repair of damages to public or private property, complete cleanup of the premises, and completion of all punch list items generated by the Engineer's final inspection.

4. Extended working hours are allowed by arranging them with the Board representative.

C. INSURANCE: GENERAL REQUIREMENTS

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

In general, insurance is to be placed with insurers with an A.M. Best's rating of A-, although this requirement may be reviewed and modified by the Risk Manager of the Sewerage and Water Board of New Orleans in the best interest of the Board. The Risk Manager may also consider performing such review upon written request from the Contractor. The Contractor shall furnish the Sewerage and Water of New Orleans with certificates of insurance affecting coverage required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance are to be received and approved by the Risk Manager of the Sewerage and Water Board of New Orleans, 625 St. Joseph St., Rm. 119, New Orleans, LA 70165, before work commences. The Sewerage and Water Board of New Orleans reserves the right to require complete, certified copies of all insurance policies at any time, as proof that the insurance placed meets the requirements of this Contract.

If the insurance is written subject to a deductible clause, Contractor assumes responsibility for the amount of the deductible. In addition, the Contractor shall be required to furnish to the Risk Manager of the Sewerage and Water Board of New Orleans all copies of investigative reports with regard to any and all claims with the Contractor and his insurance carriers, relative to the contract, with the exception of claims filed with his Workers' Compensation Insurance. Such reports shall include dates, location and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Sewerage and Water Board of New Orleans for the Contactor's compliance with these Specifications.

The furnishing of insurance as provided above shall not relieve the Contractor of his responsibility for losses not covered by insurance. All policies shall be with insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board.

D. SUBROGATION

The Contractor, Subcontractor(s), and their insurers shall agree to waive all the rights of subrogation against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Contractor for the Board and the City.

E. INSURANCE CANCELLATIONS AND STOP-WORK

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30)

days prior written notice has been given to the Risk Manager, 625 St. Joseph St., Rm. 119, New Orleans, LA 70165, of the Sewerage & Water Board of New Orleans, via certified mail.

The Contractor and/or his insurer shall notify the Risk Manager of the Sewerage and Water Board of New Orleans at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. The Contractor shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage.

In the event the Contractor and/or his insurer fails to submit this evidence of new coverage five (5) days prior to the cancellation date or expiration date of any policy or policies, the Sewerage and Water Board will have the right to obtain the required coverage to become effective on the date of cancellation or expiration of said policies. The cost of such new policies shall be at the expense of the Contractor and any expenditure incurred by the Board for this coverage will be deducted from any balance due to the Contractor.

Should the Board be unable to secure new coverage to take the place of the expired or cancelled policy or policies, a "stop work" order will be issued and all work on the contract shall cease on the same date and hour as the coverage ceases. Should the Contractor fail or refuse to secure coverage within five (5) days after the date of the "stop work" order, the Contractor shall be declared to be in default, and the contract between the parties shall be considered cancelled and of no force or effect between the parties reserving all the rights of the Board against the Contractor and his surety.

F. INSURANCE POLICIES, ENDORSEMENTS, AND LIMITS

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

G. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

Workers' compensation and employer's liability insurance, as will protect Contractor from claims under Louisiana Workers' Compensation Laws. The Workers' Compensation Section of the policy shall afford Statutory Limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any Federal Longshoreman's and Harbor Workers' Act and shall also include protection for injuries and/or death to Master and Members of the crews of vessels with statutory limits in accordance with the Jones Act.

H. COMMERCIAL GENERAL LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE, with a limit of not less than \$2,000,000 each occurrence and not less than \$4,000,000 general annual aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$2,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

I. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance, which shall cover liability arising out of accidents involving any auto (including Owned, Hired, and Non-Owned autos). The limit of liability shall not be less than \$1,000,000 each accident for all injuries, property damage, and/or death resulting from any one occurrence.

J. OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE

Owner's and contractor's protective liability insurance, as will protect the Contractor, the Sewerage and Water Board of New Orleans, and the City of New Orleans from and against any and all claims and lawsuits involving vicarious liability. The limits of liability shall be the same as specified in Paragraph (b) above, and shall include Explosion, Collapse and Underground Hazards.

K. PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance, as may be applicable to the particular profession or service to be provided, with a limit of not less than \$1,000,000 each Claim, with at least a \$2,000,000 annual aggregate, without any restrictive "negligent act, negligent error, or negligent omission" clause, and sufficient to protect the Contractor, the Board, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

L. PROPERTY INSURANCE

Property insurance, required on all work except sewer and water drainage pipelines, reinforced concrete canals, work completely underground, and similar work (however Contractor is not relieved of responsibility therefore) as follows:

All risks builders risk insurance (covering Fire, Extended Coverage, Vandalism and Malicious Mischief) will be carried on a completed value or reporting form, for not less than 100 percent of the value of the work, including foundations.

Coverage will include all machinery and equipment to be installed, whether furnished by the Sewerage & Water Board or by Contractor, for not less than 100 percent of the installed value of the machinery and equipment. This insurance shall be written in the same Insurance Company carrying the Builder's Risk Insurance, shall include testing and startup, shall for partial utilization of the Work by Owner, and shall terminate only when installation has been accepted by the Sewerage and Water Board.

The All Risks Builder's Risk Policy shall include the names of the Sewerage & Water Board of New Orleans, and City of New Orleans, and will cover the interests of all sub-contractors without specifically naming them.

III. SCOPE OF WORK

DPS 10 # 1 Pump Assembly and Commissioning of Allis Chambers 102 x 84 WCAX Vertical Pump

- Assemble and Commission pump
 - o Mobilize crew and equipment
 - Unload equipment from shipping truck
 - o Provide divers as necessary to access lower pump bowl assembly
 - o Isolate and drain water from wet pit as necessary to complete scope. Install stop logs, drain pump pit, remove debris from pit, install suction bell, remove stop logs.
 - Complete reassembly of the pump, catwalk, piping, and accessories to manufacturer's specifications.
 - O During assembly the SWB Machine Shop authorized person will review the work at various inspection points and sign off. See form in Appendix B, "SWB Rotating

Equipment Acceptance" form. Contractor shall communicate with SWB to arrange the inspections.

- o During assembly the Contractor shall subcontract the pump OEM, Xylem, to act as an onsite advisor and inspector throughout installation.
- o Existing grease lubrication piping shall be inspected, repaired, flushed, and cleaned.
- o Fabricate and install vortex breaker plates with 6" openings. Contractor shall submit design to SWB for approval.
- Dry and wet test run the pump and perform vibration analysis to the satisfaction of the Engineer. The Contractor shall provide the Engineer with three (3) copies of this written report.
- Complete balance of all systems functional testing, oil flushing, start-up and commissioning. Furnish turnover packages.
- o Commission and startup pump to ensure satisfactory operation
- o Clean area and pump pit of all discarded materials
- o Demobilize crew and equipment.

On-Site Lifting

- The Contractor shall provide, at its expense, qualified crane operators and riggers, slings, and all other materials and equipment necessary for performance of work under the contract, subject to approval of the Owner.
- o Following completion of the work, the cranes shall be returned to the Owner in the same condition as when received by the Contractor, reasonable wear expected.
- The Owner will perform periodic and necessary crane maintenance at no cost to the Contractor, provided such maintenance does not result from misuse or abuse by the Contractor. The Contractor shall be charged for crane damages due to misuse or abuse.

Scaffolding

 All scaffolding and supports required to complete the work shall be furnished by the Contractor.

• Final Inspection

Once all the work, other than operational tests and adjustments, are completed and just prior to starting the unit for the first time following the overhaul, a final inspection of the unit should be made. Some of the items listed below will have been checked previously, but because of potential damage to the machine, they should be checked again. This inspection should include, but not be limited to, the following:

- O Inspection. Inspection of the pump internals should be made to check for any bolts, nuts, tools, etc. Once this area has been inspected and verified to be clean, no one should be allowed back in. If it is necessary for someone to go back into these areas, they should remove everything from their pockets and make a list of every tool that is taken in so that they can verify nothing is left inside when they are finished.
- o Clearances. Clearances between stationery and rotating parts should be checked. Bearing covers should be checked for adequate clearance.
- Oil or water leaks. With full pressure and flow, check threaded and flanged joints of the various water lines to the unit for leaks. Check oil piping and bearing oil tubs for leaks at joints.

Initial Startup

 The Initial Startup will be witnessed by the Engineer of Record and a representative of operations. The Contractor shall schedule Initial Startup with the Engineer of Record to

- determine a suitable time for required witnessing.
- When the pump checkout has been completed and the clearance for the overhaul released, water is to be introduced to the pump for startup. Maintenance personnel should watch for anything unusual when the pump is started. The pump should run under no load for a short period of time to listen for rubbing or other interferences. If no problems are noted, the pump should be loaded and run at full capacity. If any of the observers notice any unusual noise or other problems, they should notify the operator to immediately shut the unit down.

Functional Test

- Once it is determined that the unit can be operated with no problems, the following readings and functional tests should be taken. These readings are suggested only as basic indication of the unit's condition.
- O Bearing heat run. With the unit running at speed-no-load, the bearing metal temperatures should be recorded until the temperatures stabilize. RTD's are available for this information. If a data logger is not available for use during the test, the temperatures should be recorded manually every 5 minutes for the first 30 minutes of operation and every 15 minutes after that until the temperatures stabilize. After the pump is brought online, again monitor temperatures as the pump is loaded.
- O Shaft runout readings. The runout readings can be taken with dial indicators but are much more meaningful if taken by proximity probes. Readings should be taken at both unloaded and fully loaded conditions. If proximity probes are used, the signal should be recorded with a strip chart recorder so that the wave form of the runout can be analyzed. A normal runout pattern will be a sine wave with a time period corresponding to the rotational speed. If problems are encountered, such as extremely high runout magnitude or a hot bearing, further analysis should be performed. If two proximity probes are mounted 90 degrees apart at each elevation, their output can be hooked up to a two-channel oscilloscope to plot the actual runout orbit pattern. This can be helpful in detecting a rub in the bearing. A spectrum analyzer is also useful when troubleshooting a vibration problem. The spectrum analyzer breaks down the signal from the proximity probes into its component frequencies. The runout readings taken should also be compared to the condition assessment readings taken before the pump was shut down for the overhaul.

Test Report

- Shortly after completion of the field acceptance tests, but not later than thirty (30) calendar days, the Contractor shall prepare and forward draft copies of the field acceptance test report to the Owner for review. After the review, the Contractor shall incorporate the comments in the final report. Copies of the final report shall be submitted to the Owner.
- The report shall include a description of the item tested and of the instrumentation; a list of the test personnel; calibrations of measuring equipment; test procedure; tabulations of measurements taken; test results including final adjustments; a discussion of the test results and conclusions.

PART 2

SPECIAL PROVISIONS

NOTICE TO VENDORS

For Individual Quotes (Quotations) totaling \$25,000 and greater, the following shall apply:

- a). A Bid Bond, cashier's check or certified check is required to be submitted with the response.
- b). A Performance and Payment Bond will be required for the contract.
- c). The Contract shall be approved by the SWBNO Board. (if applicable)
- d). The Contract shall be recorded with the Recorder of Mortgages.
- e). Retainage may be withheld until receipt of a clear lien certificate following the 45-day lien period after the Board has approved final acceptance of the Contract. (*if applicable*)

The above requirements do not apply to individual quotations less than \$25,000.00

EXAMINATION OF PLANS, SPECIFICATION, SPECIAL PROVISIONS AND SITE OF WORK

Before preparing his quote, each vendor should make a field examination of the proposed work and to fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this contract. Vendors should thoroughly examine and be familiar with the Plans, Specifications and Contract Documents.

Submission of a quote shall be considered prima facie evidence that the vendor has made such an examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, project specifications and documents.

RESPONSE GUARANTY

Each response must be accompanied by a certified check, cashier's check or bid bond acceptable to the SWBNO in an amount equal to at least 5% of the response, payable without condition to the SWBNO as a guarantee that the vendor, if awarded the contract, will promptly execute such contract in accordance with the response and in a manner and form required by the contract documents and will furnish good and sufficient bond for faithful performance of the same.

When a bid bond is used, it shall be written by a surety company currently qualified to do business in Louisiana and currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies published annually in the Federal Register, or by an insurance company currently qualified to do business in Louisiana with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10% of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

SURETY BOND

Prior to execution of the contract, the contractor shall file with the Purchasing Director a surety bond on a form provided or approved by the SWBNO. The contractor shall pay all costs, therefore.

The bond shall be written by a surety company qualified to do business in Louisiana and on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies published annually in the Federal Register, or by an insurance company qualified to do business in Louisiana with at least an A- rating in the latest printing of A.M. Best's Key Rating Guide to write individual bonds up to 10% of policyholders' surplus

as shown in A.M. Best's Key Rating Guide.

The bond shall be in effect at 100% of the contract amount until completion of the 1-year warranty period specified and until all claims for materials and labor are paid, subject to local ordinances and state lien laws.

The bond shall be so conditioned as to assure performance by the contractor of all work under said contract within the time limit prescribed in a manner satisfactory to the SWBNO; that materials and workmanship will be free from defects; and that should defects appear prior to completion of the 1-year warranty period specified in Subsection 4-6, the contractor shall make good such defects and make all replacements and adjustments required within a reasonable time after being notified by the Department to do so.

Should any surety become insufficient, the contractor shall renew said bond with good and sufficient sureties within 10 days after receiving notice from the SWBNO.

AWARD AND EXECUTION OF CONTRACT

A total quotation of \$250,000.00 and under will be considered a quotation and is not within the purview of the Public Bid Law (LA RS 38:2212 et.seq). It is the SWBNO's intent to obtain fair and competitive quotations. However, the SWBNO specifically reserves the right to evaluate quotations, waive irregularities or informalities not affecting price or quality, to accept the quotation which is in the best interest of the SWBNO, and to reject all quotations if that is in the best interest of the SWBNO.

PART 2 REQUIREMENTS FOR THIS QUOTE

All contractors bidding on this work shall comply with all provisions of State Licensing Law for Contractor, RS 37:2150-2192, as amended, for all public contacts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law. If required for bidding, Contractors must hold an active license issued by the Louisiana State Licensing Board for Contractors and must show their license number on page one (1) of the request for quotation.

In accordance with RS 37:2150-2192, on any bid for a commercial project submitted in the amount of fifty thousand dollars (\$50,000) or more, or ten thousand dollars (\$10,000) or more for Plumbing, Electrical or Mechanical, and Asbestos, Hazardous Waste, Lead-Based Paint Abatement/Removal, Underground Storage Tanks require a license for projects with a value of one dollar or more the contractor shall certify licensure under R.S. 37:2150-2192 and show the license number where indicated.

- 1. Contractor, and any sub-contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in connection with work hereunder.
- 2. Contractor shall indemnify SWBNO against any and all liens for which SWBNO owned property may become liable as a result of Contractors work hereunder.
- 3. Before issuance of final payment, the Contractor may be required to submit evidence satisfactory to the SWBNO that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.
- 4. All material and workmanship, as applicable, shall be guaranteed for a minimum of one (1) year, unless provided otherwise by the specification or response form. Such guarantee shall include all labor and materials needed to replace any defective workmanship or materials within the guarantee period.
- 5. Before this contract is acceptable and complete, successful vendor shall clean up and remove from the premise all debris resulting from his work, and shall see to it that all the items furnished are left in good order, clean and properly installed.
- 6. Quotes: unless otherwise specified, a lump sum quote is requested for the work in the specifications.
- 7. Permits, Licenses and Laws: The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the building site and the State of Louisiana.
- 8. The SWBNO, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees or agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the SWBNO, its officers, employees and agents. Accordingly, Contractor shall indemnify and save SWBNO, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- 9. Contractor shall furnish insurance as required on the attached sheet.

Inquiry Period

An inquiry period is hereby firmly set for all interested vendors to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing. Inquiries are to be directed as follows:

Emailed, Hand Delivered or by Courier or by US Postal Service SWBNO Purchasing Department 625 St. Joseph Street New Orleans, LA 70165

By email: ssells2@swbno.org

The SWBNO shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The SWBNO reasonably expects and requires *responsible and interested* proposers to conduct their in-depth response review and submit inquiries in a timely manner.

All inquiries shall be received by Shelita Sells, <u>ssells2@swbno.org</u>. The deadline date for inquires are October 5, 2023, at 5p.m.

PART 2

ADDITIONAL INSTRUCTIONS FOR LABOR QUOTATIONS

- 1. Contractor must obtain all permits required and possess all license required for the work.
- 2. Contractor must furnish insurance as shown in this package prior to award of a contract and purchase order.
- 3. Contractor shall indemnify and hold harmless against any and all liens for which SWBNO property may become liable as a result of Contractor's work hereunder.
- 4. The SWBNO is exempt from all State and Local sales/use taxes on direct purchases.
- 5. Before issuance of final payment, the Contractor may be required to submit evidence satisfactory to the SWBNO that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.
- 6. All material and workmanship shall be guaranteed for a minimum of one (1) year. Such guarantee shall include all labor and materials needed to replace any defective workmanship or materials within the guarantee period.
- 7. The SWBNO is an equal opportunity employer.
- 8. Contractor shall permit the authorized representative of the SWBNO to periodically inspect and audit all records of the Contractor relating to his performance under this contract.

PART 2 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. Contract ME 23-0031 DPS 10 # 1 Pump Assembly and Commissioning

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 ME 23-0031 DPS 10 # 1 Pump Assembly and Commissioning

3. ENGINEER.

3.1. The Project has been designed by <u>Mike Genova</u> (Designer) who is to act as the Engineer-of-Record under the oversight and administration of the Owner's Representative.

3. 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 [_] 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 [X] calendar days after the date when the Contract Times commence to run.
 - 4.3. Liquidated Damages: \$500.00
 - 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 \$500.00 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

4. CONTRACT PRICE.

5.1. Owner shall pay Contractor _____DOLLARS 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.

5. 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.

6. 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.

7. 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
 - 8.11.2. 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 sheets with each sheet bearing the following general title:
	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
	The following which may be delivered or issued on or after the Effective Date of the t and are not attached hereto:

- 8.1.3.1. Notice to Proceed
- 8.1.3.1. Work Change Directives
- 8.1.3.2. 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.

8. 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.

9. 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.

10. Jurisdiction and 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 the	isday of	_, 2021 (which is the Effective Date of the Contract)
	SEWERAGE AN	D WATER BOARD OF NEW ORLEANS
	BY:	
	GHASSAN KOR	BAN, EXECUTIVE DIRECTOR
WITNESSES:		
Print:		
Print:		
		NOTARY PUBLIC
The foregoing contract is approved a New Orleans, Louisiana	s to form.	
, 2023.		
YOLANDA Y. GRINSTEAD, SPI SEWERAGE AND WATER BOA LOUISIANA LICENSE NO	ARD OF NEW ORI	LEANS
	RV.	
	JOHN DOE, OW	
WITNESSES:		
Print:		
Print:	<u> </u>	NOTARY PUBLIC
RECORDED IN THE PARISH O STATE OF LOUISIANA ON	_	
N.A. #		
INSTR.#		

[END OF SECTION]

PART 2

PAYMENT AND PERFORMANCE BOND (required for quotes \$25,000 or greater)

Bond No.:	
KNOW ALL PERSONS BY THESE PRESENT	S, That we,, as principal, (hereinafter called
the "Principal"), and	, as surety, (hereinafter called the "Surety"),
are held and firmly bound unto	, as Obligee, in the sum
ofDollars (\$) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided	herein.
WHEREAS, the Principal has entered into a C	ontract with Obligee dated, to perform
construction work for	("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully perform the Construction Work to be performed under the Contract, and shall promptly make payment to Claimants, as hereinafter defined, for all labor and material actually used, consumed or incorporated in the performance of the Construction Work under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Surety's obligations hereunder to Obligee shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work and has been declared by Obligee to be in default under the Contract for failing to perform the Construction Work; and Obligee has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

- 1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the Construction Work to be done under the Contract; or
- 2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligee and contractor, to be secured with performance and payment bonds executed by a qualified surety; or
- 3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefor to the Obligee; or (b) Deny liability in whole or in part and notify the Obligee citing reasons therefor.
- 4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Obligee pursuant to paragraphs 2 or 3 above, and the reasonable construction cost of completing the Construction Work exceeds the Contract balance, Surety shall pay to Obligee such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract. To the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligee, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum

of this bond. The term "Contract balance" as used herein shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts properly paid by Obligee to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing of all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.

- 5. Any suit by Obligee under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased performing the Construction Work, excluding warranty work. If the public works bond statutes in the location where the Construction Work is being performed contains a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the public works bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work, whichever occurs first.
- 6. A Claimant is defined as one other than Obligee having a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or material is actually used, consumed or incorporated in the performance of the Construction Work under the Contract.
- 7. Principal and Surety hereby jointly and severally agree with Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or material supplied by Claimant which was actually used, consumed or incorporated in the performance of the Construction Work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a subcontractor of Principal shall have a right of action on this bond only if said Claimant notifies Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or supplied the last labor and/or materials for which the claim is made. Obligee shall not be liable for the payment of any costs or expenses of any such suit.
- 8. No suit or action shall be commenced hereunder by any Claimant after the expiration of the earlier of: (a) one year after the day on which Claimant last supplied the labor and/or materials for which the claim is made; or (b) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made.
- 9. No suit or action shall be commenced hereunder by Obligee or any Claimant other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- 10. The amount of this bond shall be reduced by and to the extent of any payment or payments made by Surety in good faith hereunder whether made directly to Obligee or Claimant(s) or otherwise in discharge of Principal's obligations. Surety's liability hereunder to Obligee and all Claimants is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein. Surety may, at its option, discharge all obligations under this bond by interpleading into the registry of any court of competent jurisdiction of the full unused penal sum of this bond, or such portion thereof that will satisfy the obligations owed to Obligee and/or Claimant(s).

No right of action shall accrue on this bond to any person or entity other than Obligee and/or Claimant(s). The bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract.

and La. R.S. 38:2219) or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed. Except as provided in paragraphs 5 and 8 above, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read

This bond is provided to comply with all statutory (including but not limited to La. R.S. 38:2216

11.

	l, and all pertinent sta ond, not a common la		rements shall be read into the	bond. This b
Signed this	day of	, 20		
			(Principal)	
		Ву:		
			(Surety)	
		Ву:		
			, Attor	ney-in-Fact

PART 2

AFFIDAVIT

STATE OF LOUISIANA Sewerage & Water Board of New Orleans

BEFORE ME , the undersigned authority, personally came and appe	ared	
who, being duly sworn did depose and say:		
That he is a duly authorized representative of		
receiving value for services rendered in connection with:		
DPS 10 # 1 PUMP ASSEMBLY AND COMM DPS 10 (9600 Haynes Blvd.		•
a public project of the Sewerage & Water Board of New Orleans: that he association, or other organization, either directly or indirectly, to secure to payment, other than persons regularly employed by him whose services in codemolition of the public building or project or in securing the public contract him; and that no part of the contract price received by him was paid or wassociation, or other organization for soliciting the contract, other than the pay regularly employed by him whose services in connection with the construction regular course of their duties for him. This affidavit is executed in compliance with the provisions of LA R.S. 38:22	che public contract onnection with the connection with the contract twere in the regular will be paid to any parent of their normation of the public build	under which he received onstruction, alteration, or course of their duties for person, corporation, firm, I compensation to persons
Affiant's Signature		
SWORN TO AND SUBSCRIBED before me, on this	day of	2023.
NOTARY PUBLIC		

Appendix A

Assembly Drawings



Appendix B

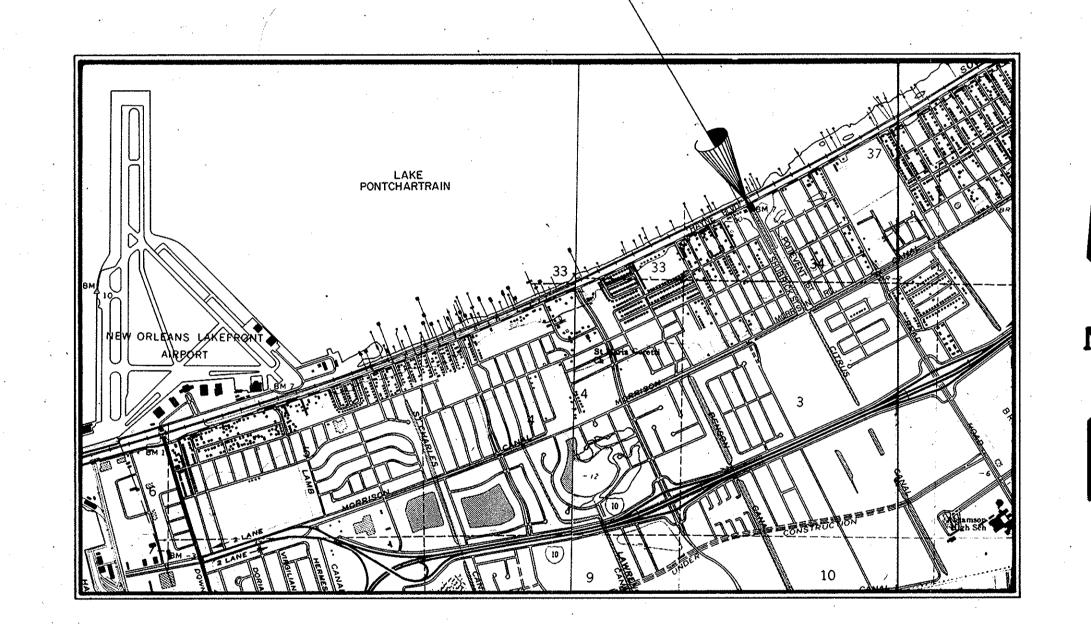
SWB Rotating Equipment Acceptance



SEWERAGE AND WATER BOARD OF NEW ORLEANS PUMPS AND MACHINERY FOR CITRUS CANAL DRAINAGE PUMPING STATION CONTRACT NO. 5107

CITRUS CANAL DRAINAGE PUMPING STATION

SHE		INDEX
ī		TITLE AND INDEX SHEET
2		PLAN-SUCTION AND DISCHARGE BASIN AND MISCELLANEOUS DETAILS
3		LONGITUDINAL SECTION—SUCTION AND DISCHARGE BASIN
4		CROSS SECTION-PUMPING STATION
5		LONGITUDINAL SECTION—PUMPING STATION
6	5	LONGITUDINAL SECTION-DISCHARGE CANAL
	. ,	



APPROVALS

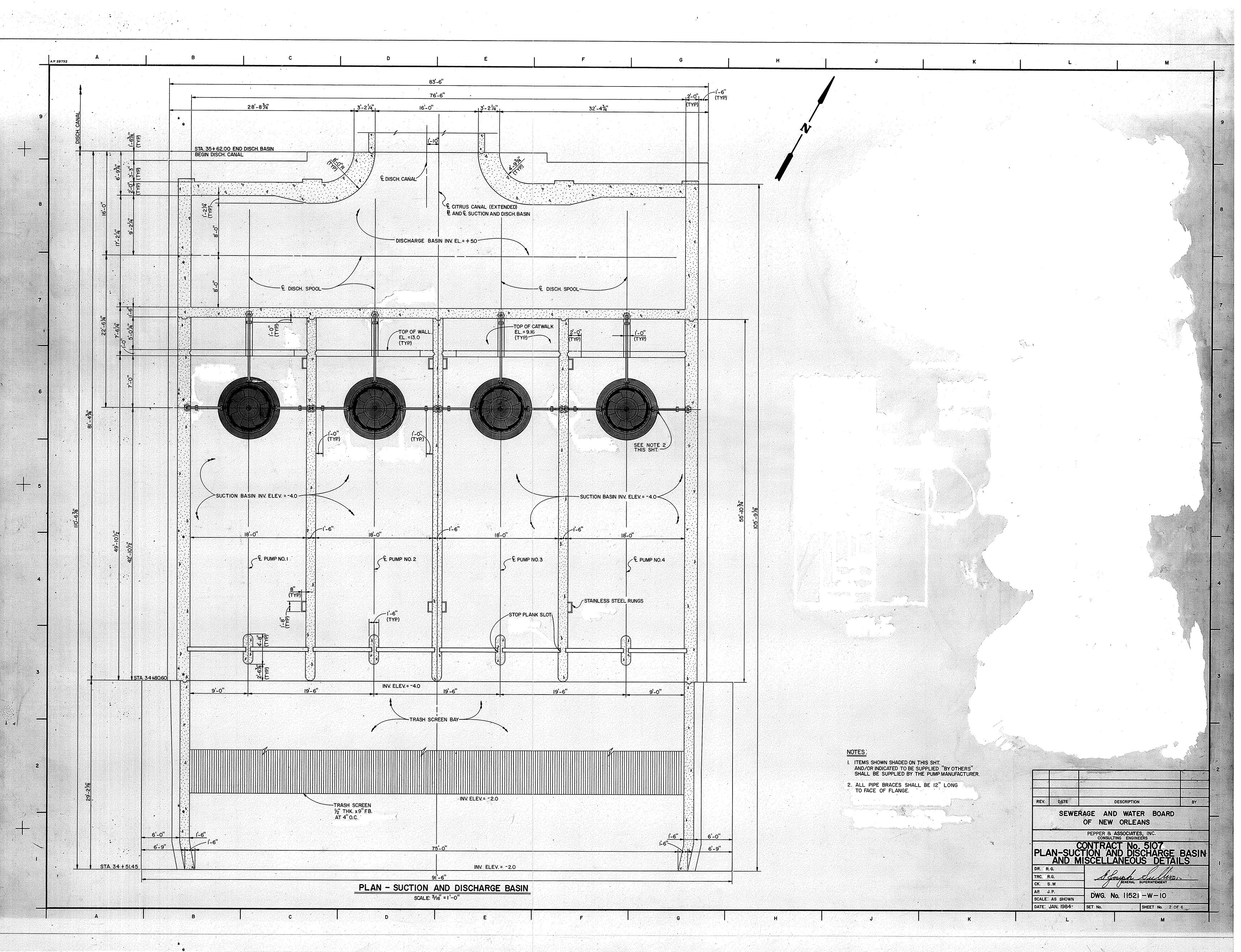
G. JOSEPH/SULLIVAN - GENERAL SUPERINTENDENT SEVERAGE AND WATER BOARD OF NEW ORLEANS

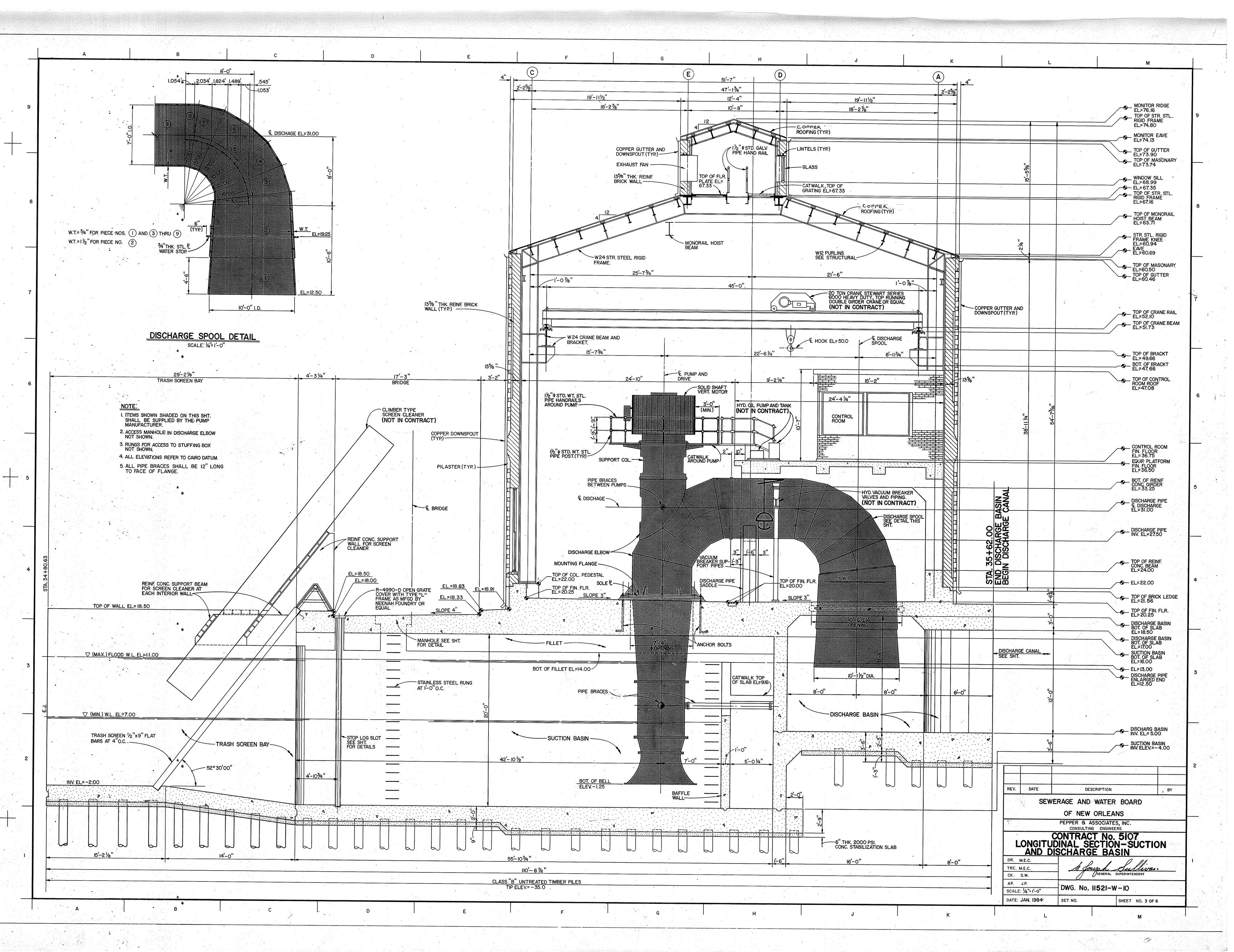
JEROME PEPPER - PEPPER & ASSOCIATES

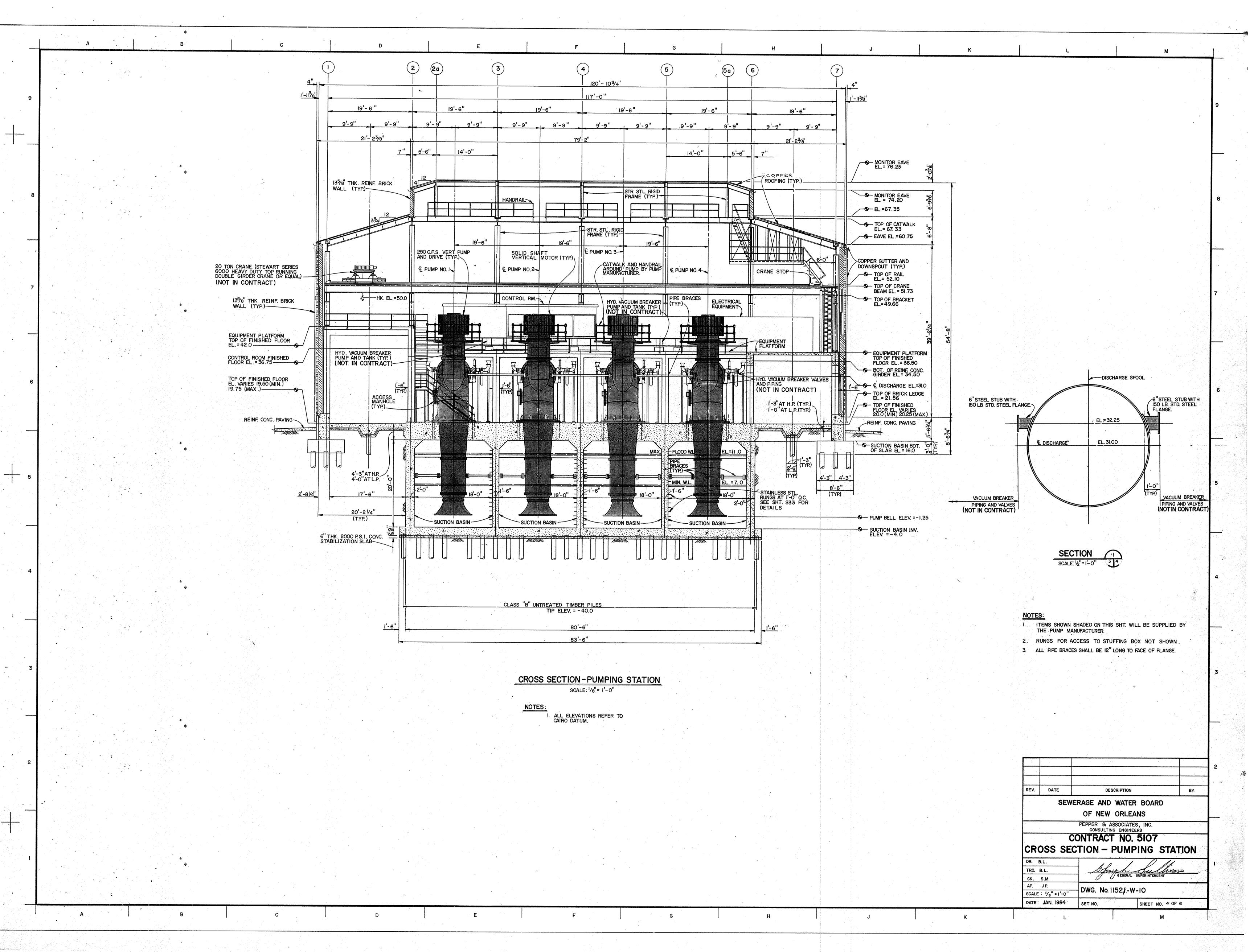


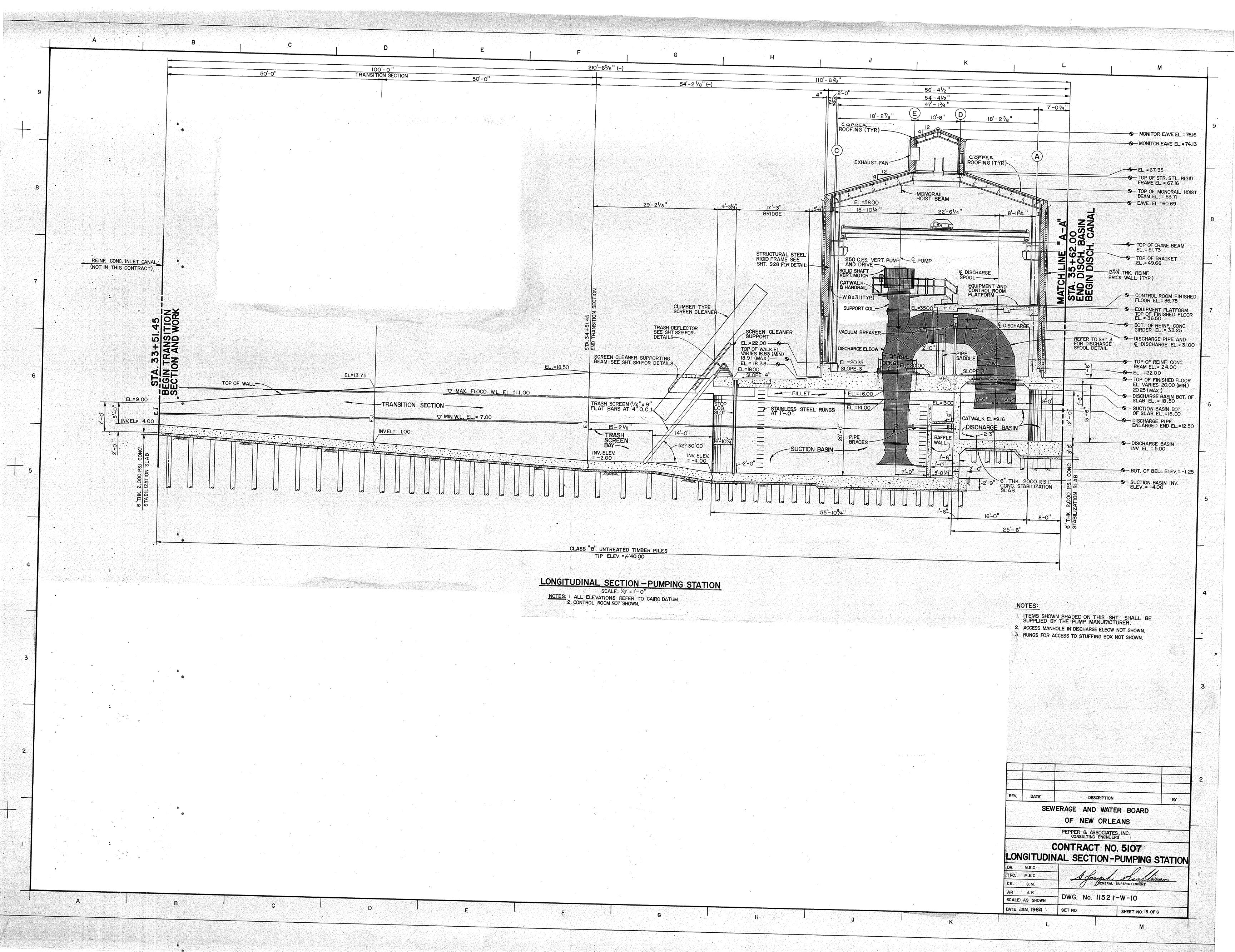
REV.	DATE	DESCRIPTION	ВҮ
	SEV	WERAGE AND WATER BOARD OF NEW ORLEANS	
		PEPPER & ASSOCIATES, INC.	
	-	CONTRACT No. 5107 LE AND INDEX SHEET	
	M.E.C.	I and I M.	
TRC.	M.E.C.	Storeph Sullive	
CK.	S.M.	Byland Sor Enimendent	
AP.	J.P.	DWG. No. 115211 -W-10	
SCALE		DARG. NO. HOSER W TO	
DATE	JAN, 1984	SET NO. SHEET NO. 1 OF	6

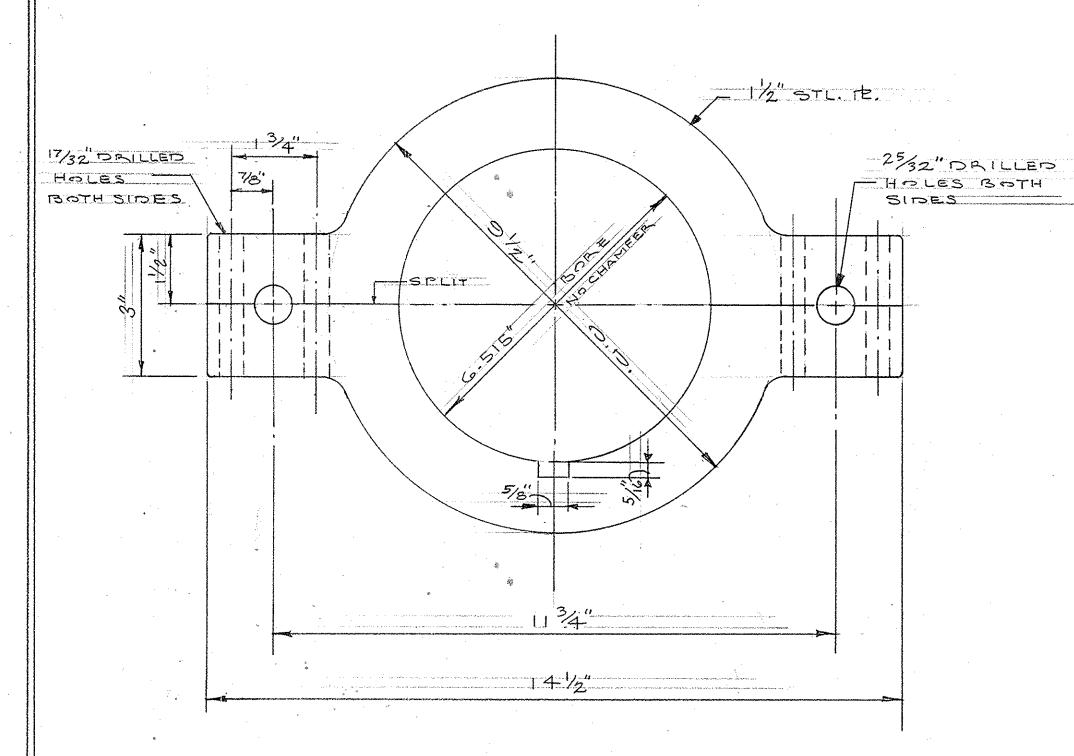
PEPPER & ASSOCIATES, INC CONSULTING ENGINEERS 3012 26th ST. METAIRIE, LA.









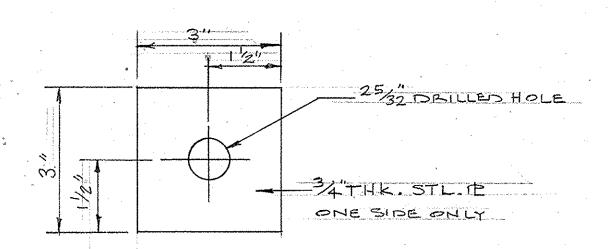


TEST PULLING RIG FOR CERAMIC SLEEVES

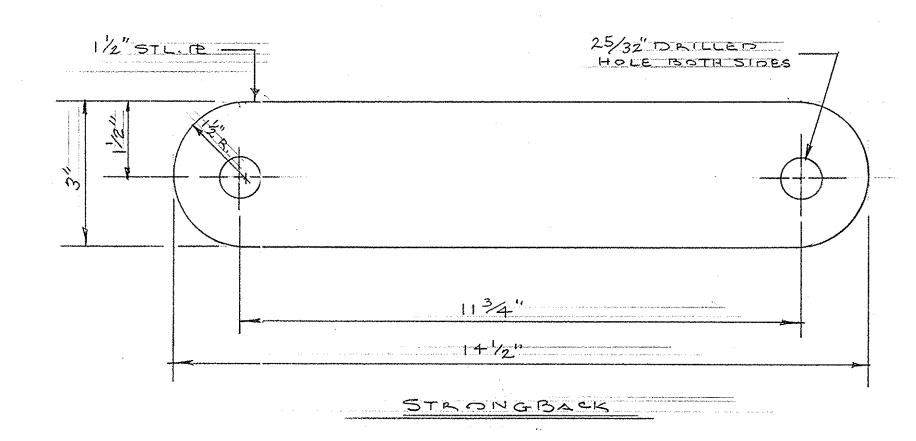
CONCERNING (4) VERTICAL PUMPS FOR

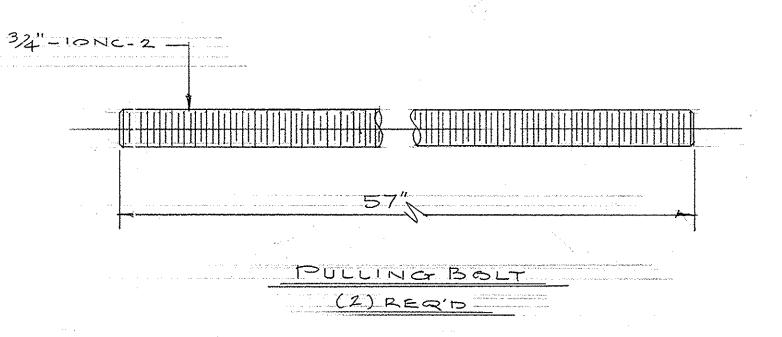
CITRUS DRAINAGE PUMPING STATION CONTRACT Nº 5107

SCALE: 6"= 1-0"



(2) REQ'D EACH PULLING RIG SCALE: 6"=1"-0"





STRONGBACK AND PULLING BOLTS
FOR CERAMIC SLEEVE TEST RIG FOR

(4) YERTICAL PUMPS FOR CITAUS

DRAINAGE PUMPING STATION, CONTRACT Nº 5107

SCALE: 6"= 1'-03"

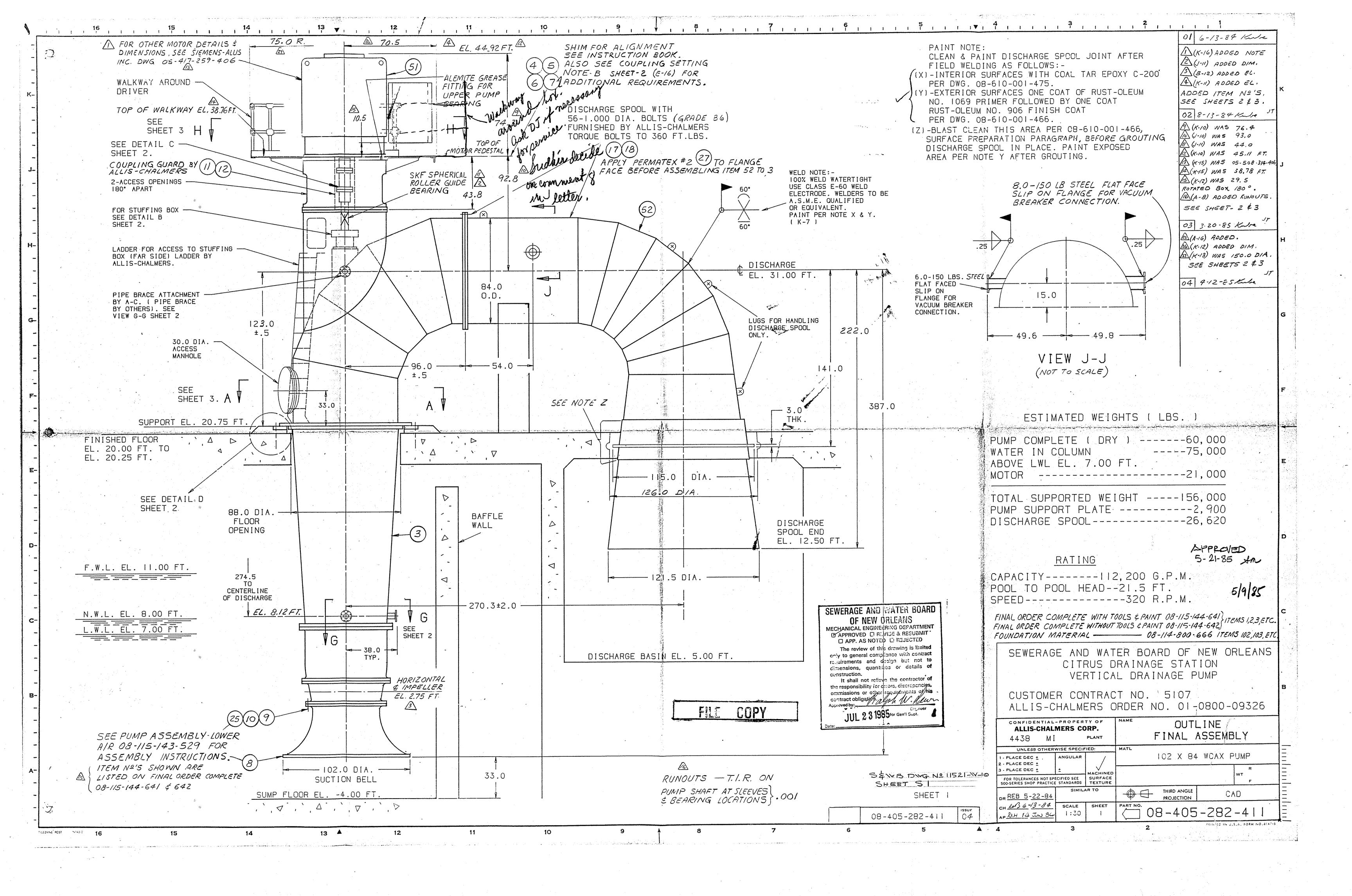
SEWERAGE AND WATER BOARD
OF NEW ORLEANS

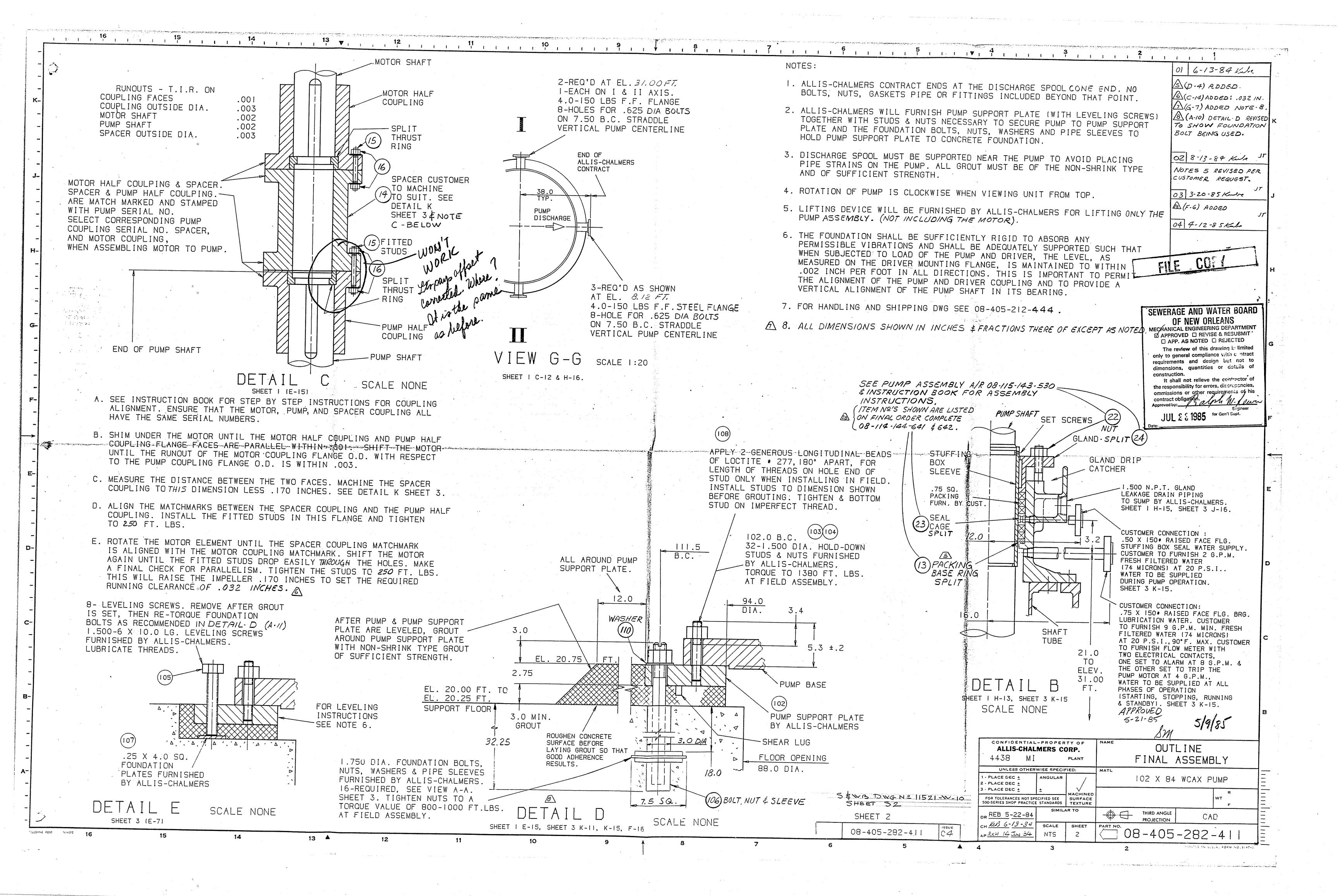
CERAMIC SLEEVE TEST PULLING RIG FOR CITAUS DRAINAGE PUMPING STATION, C-5107

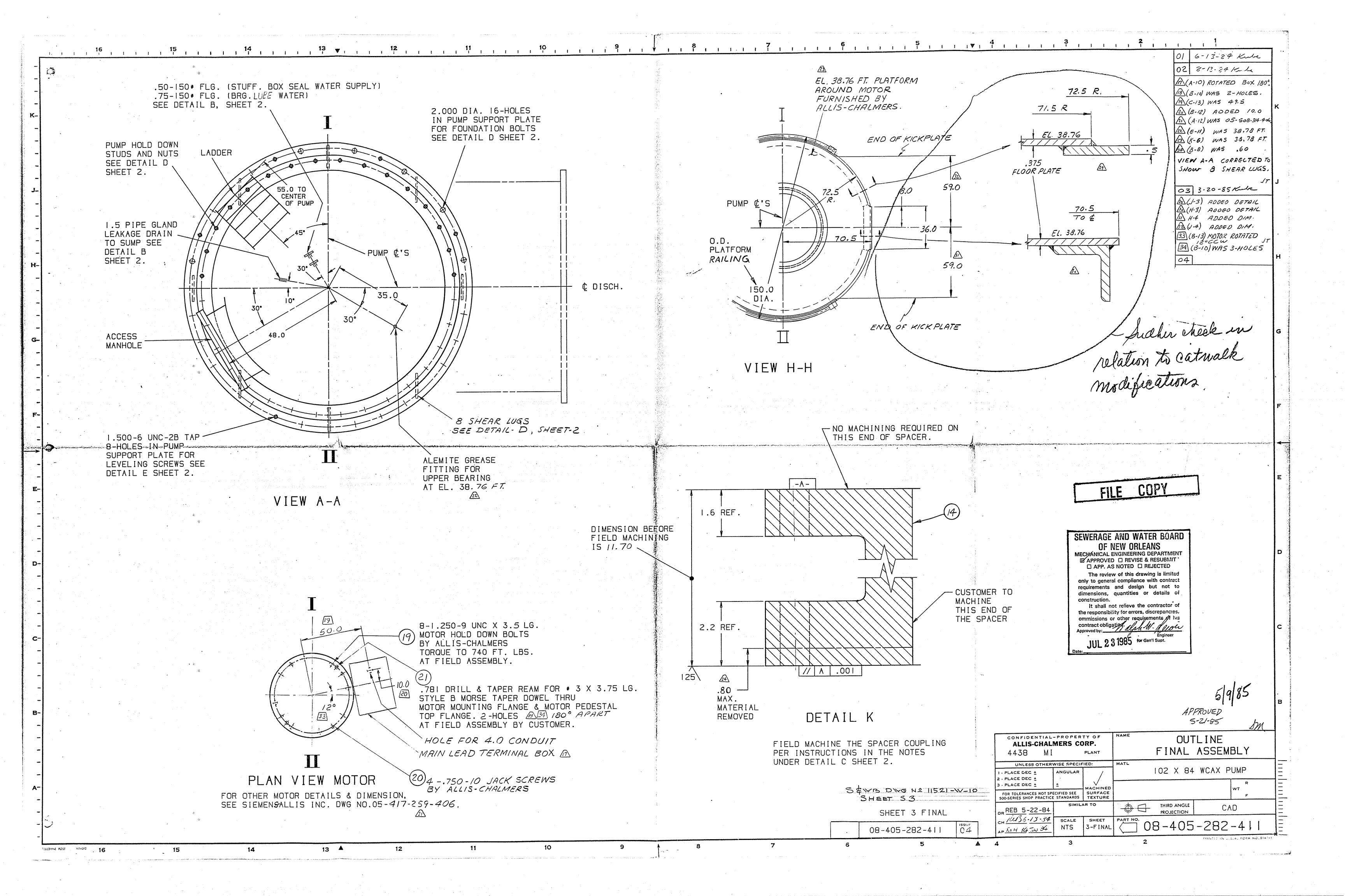
DR. P.H.H.

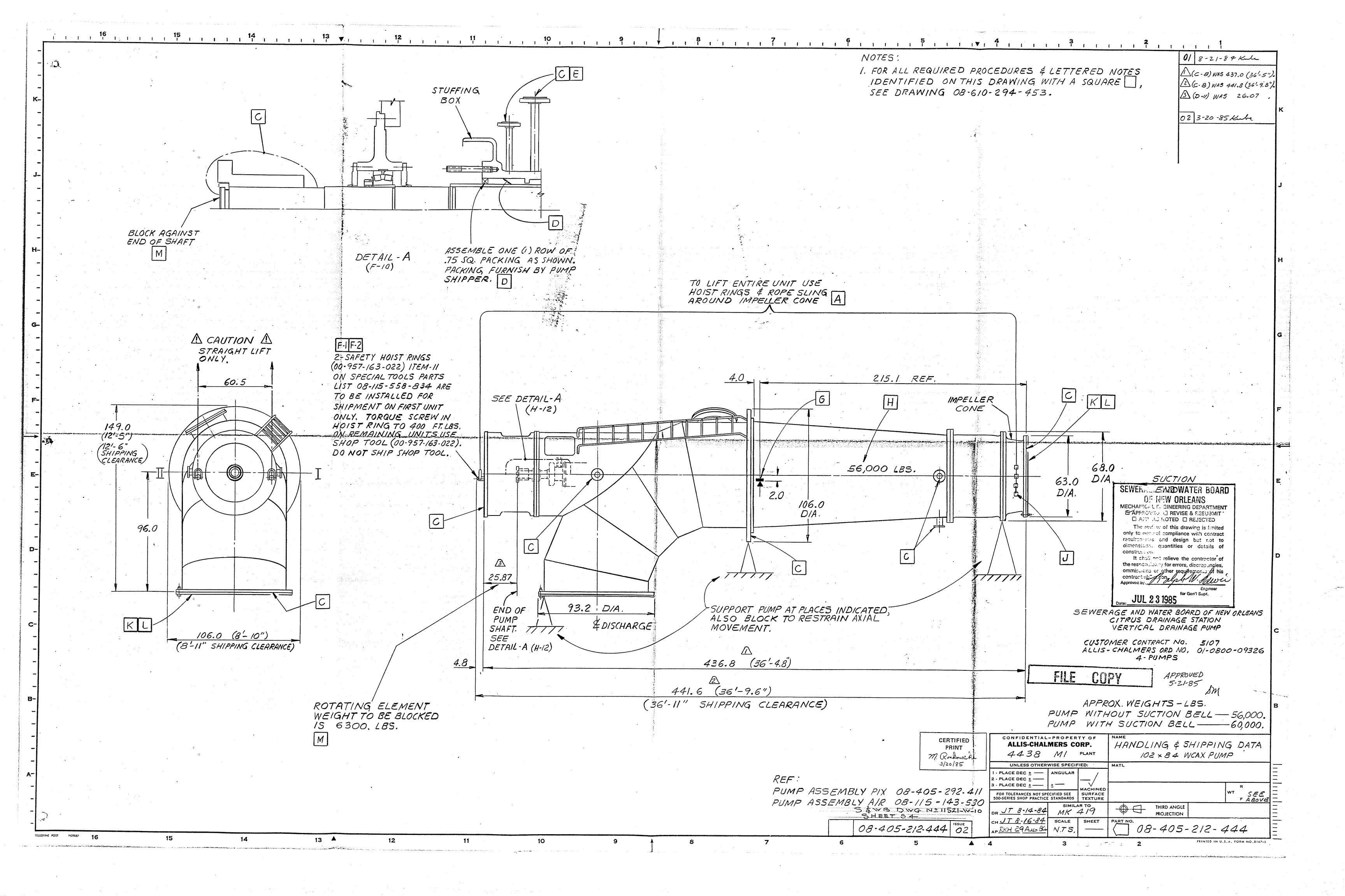
SEALE: G"=150" DNG. Nº 11521-V-10

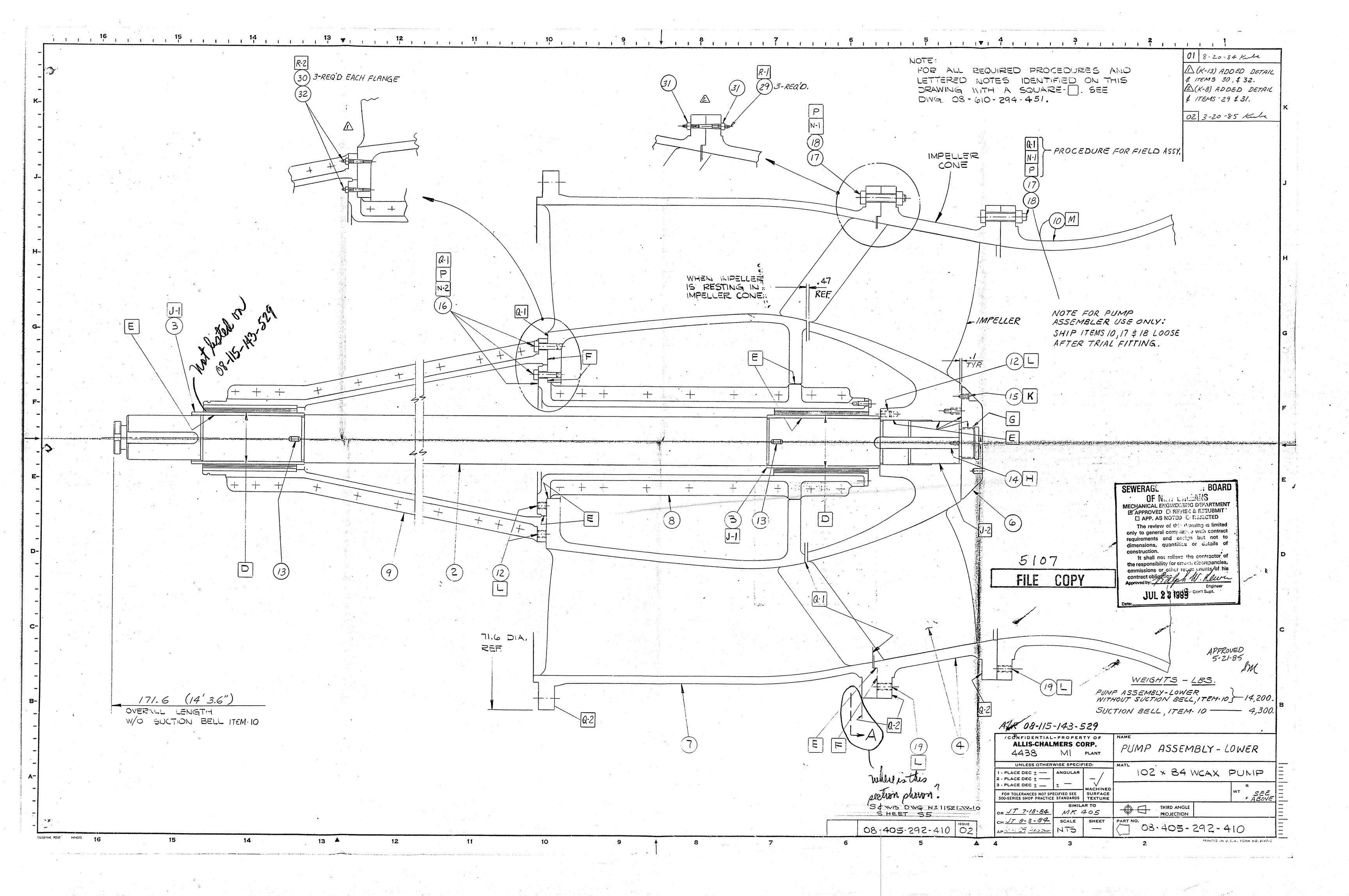
DATE: 3-20-85 SHEET M-1 OF 1

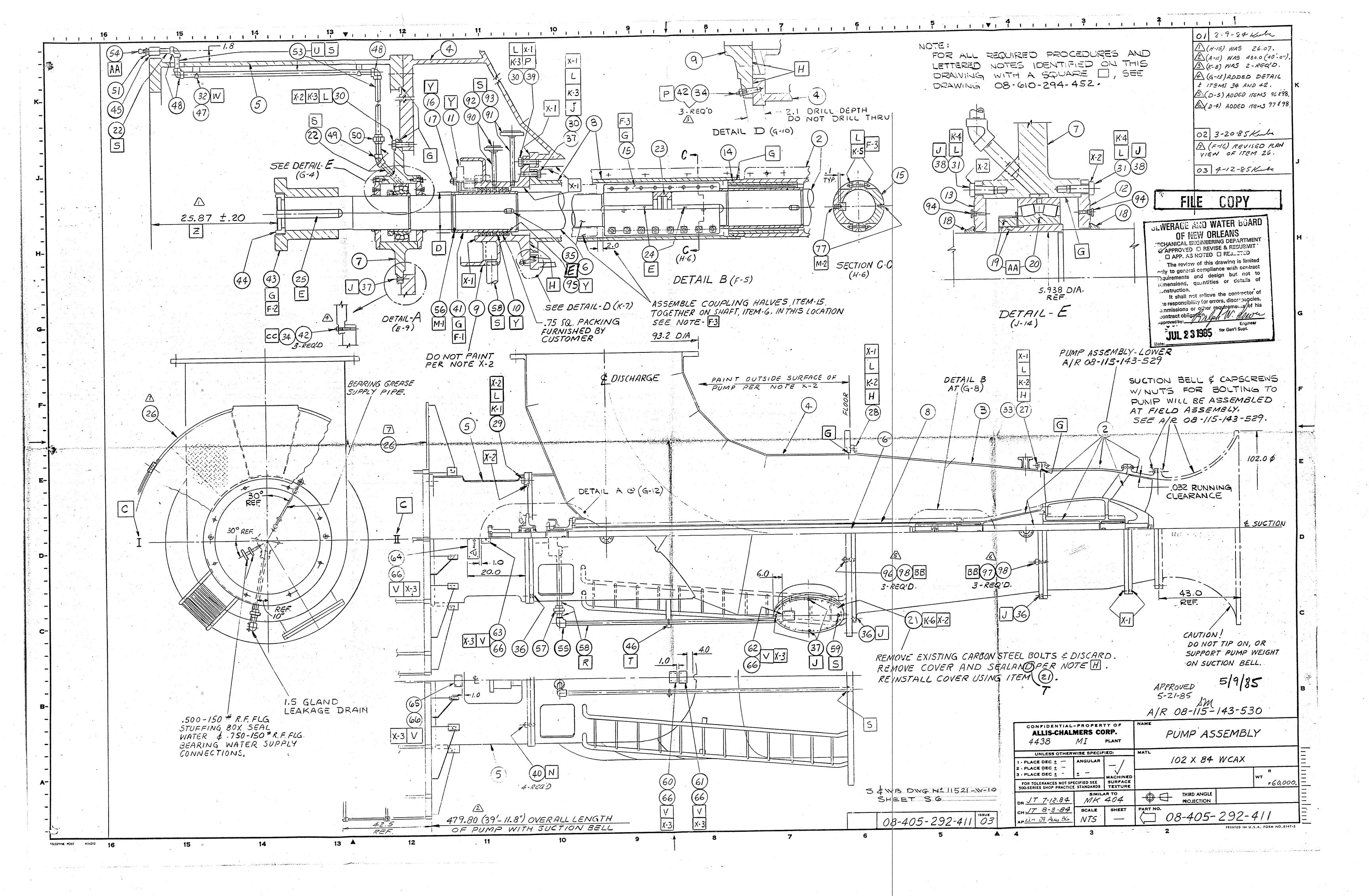


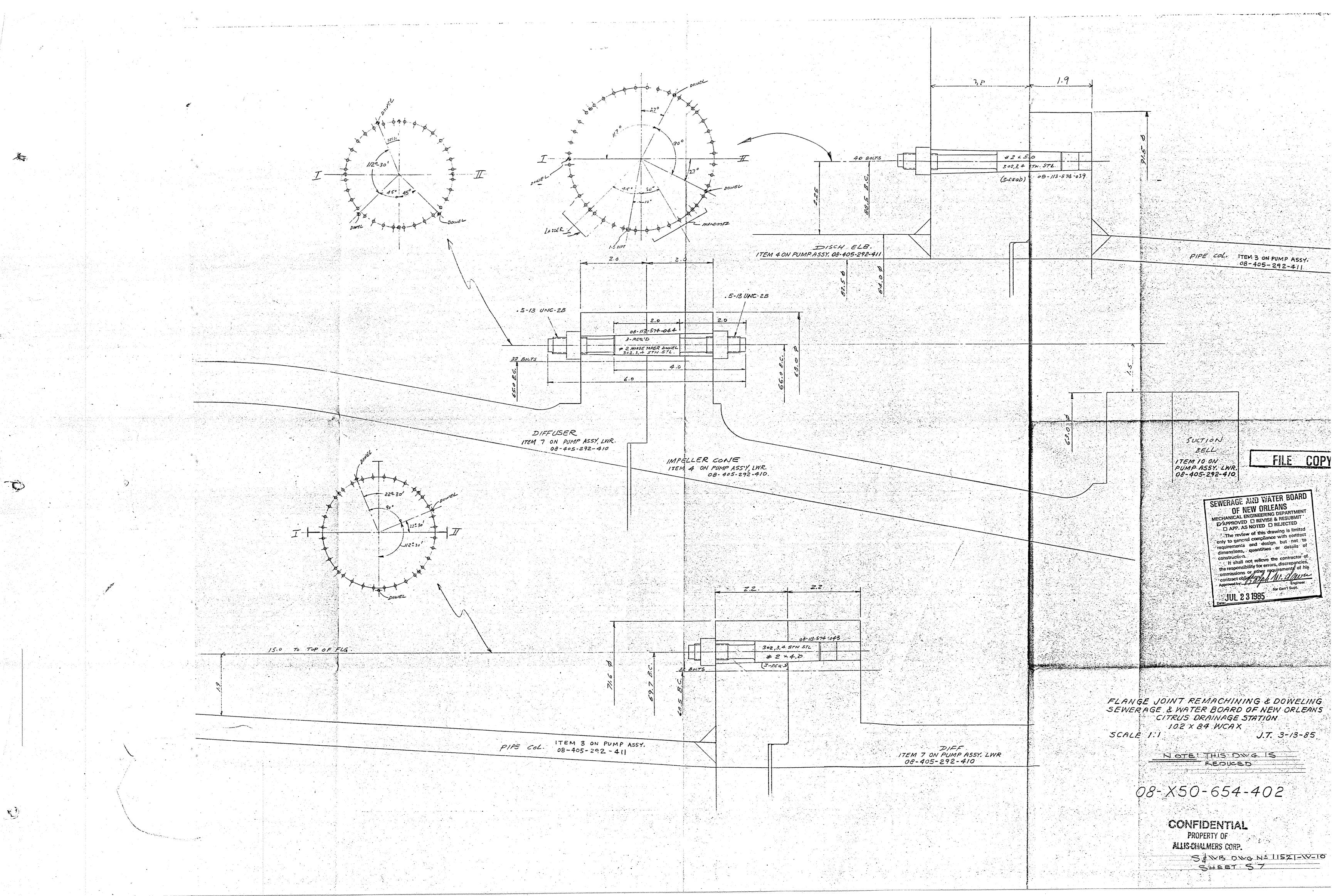


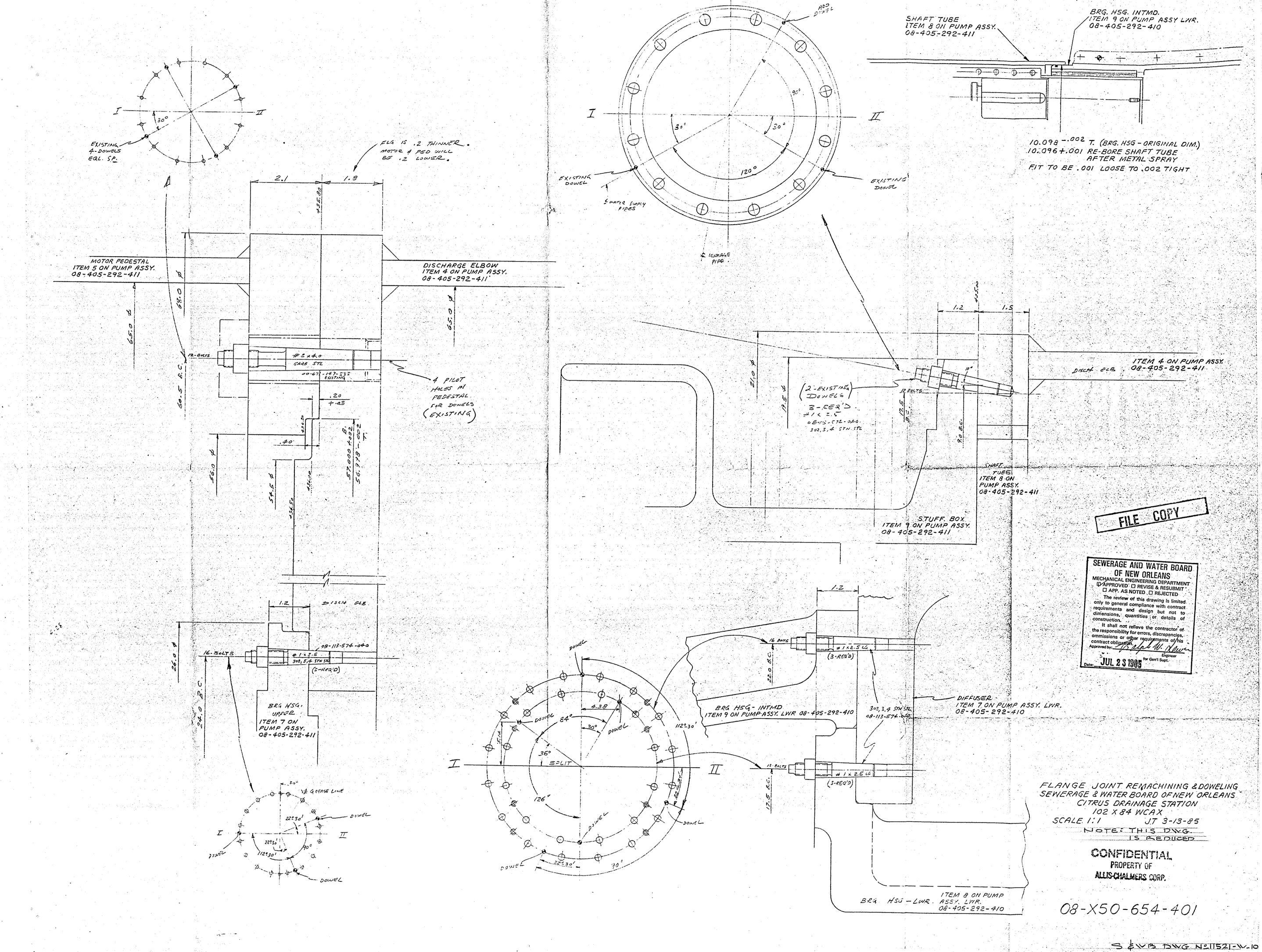


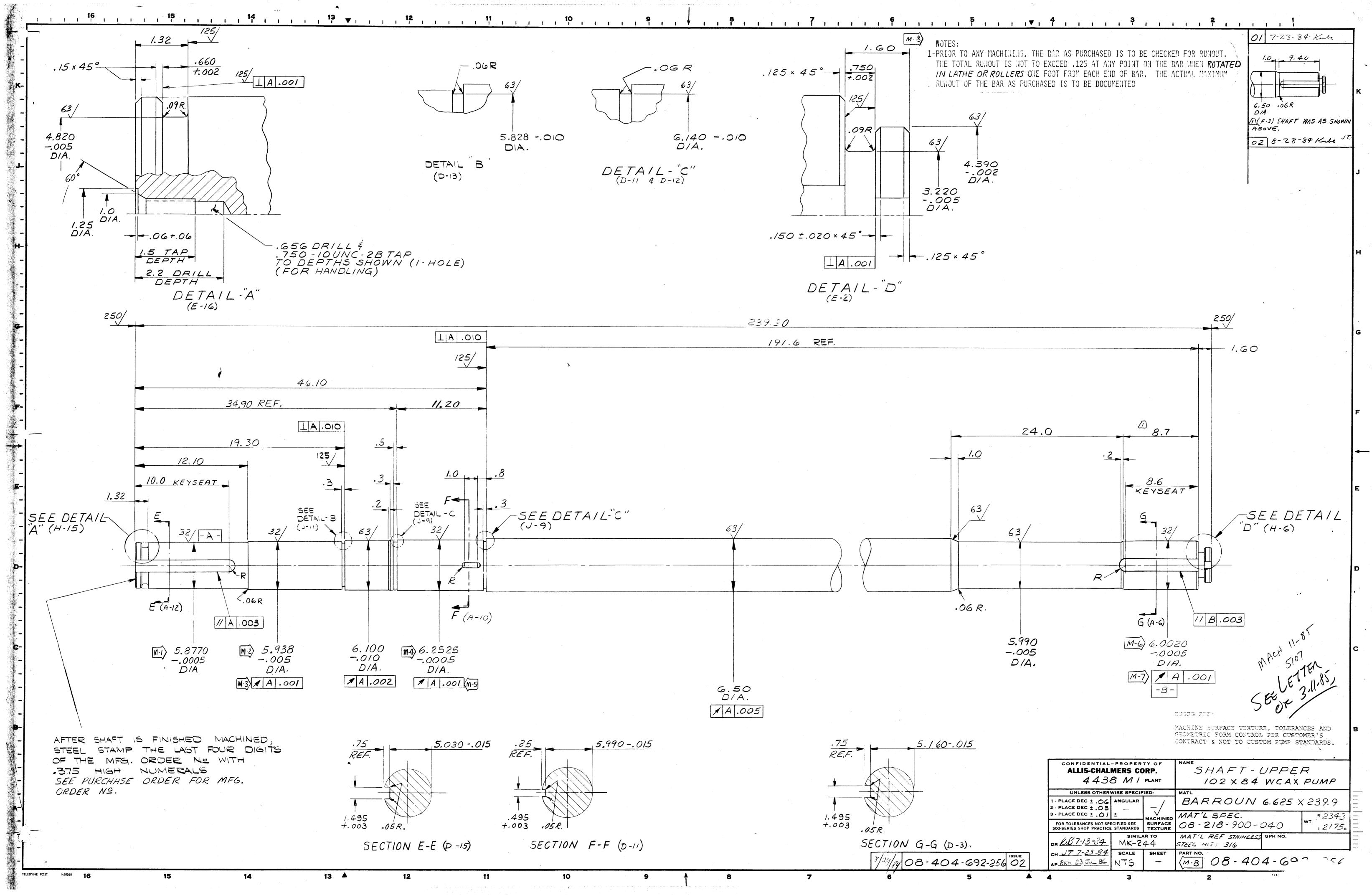


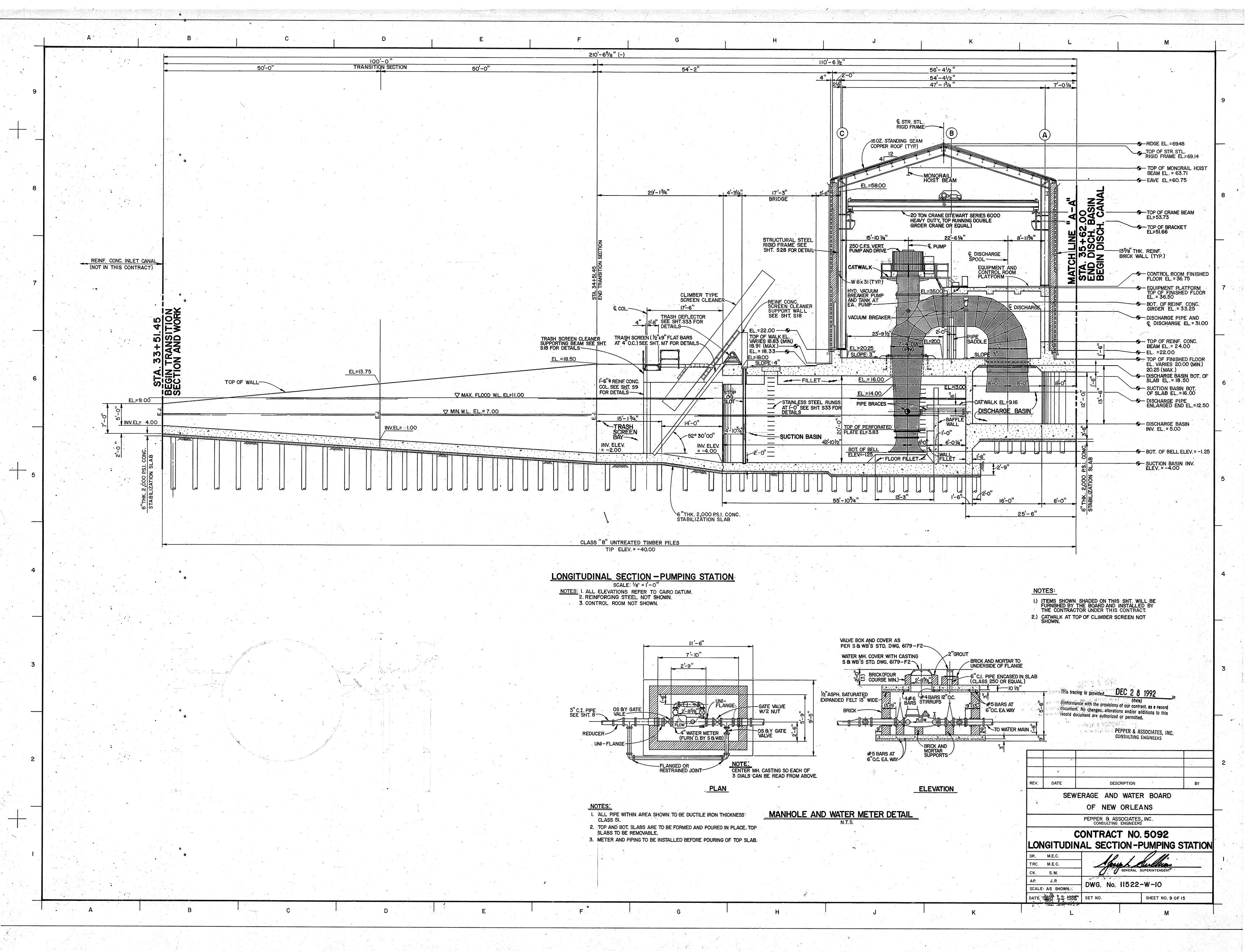


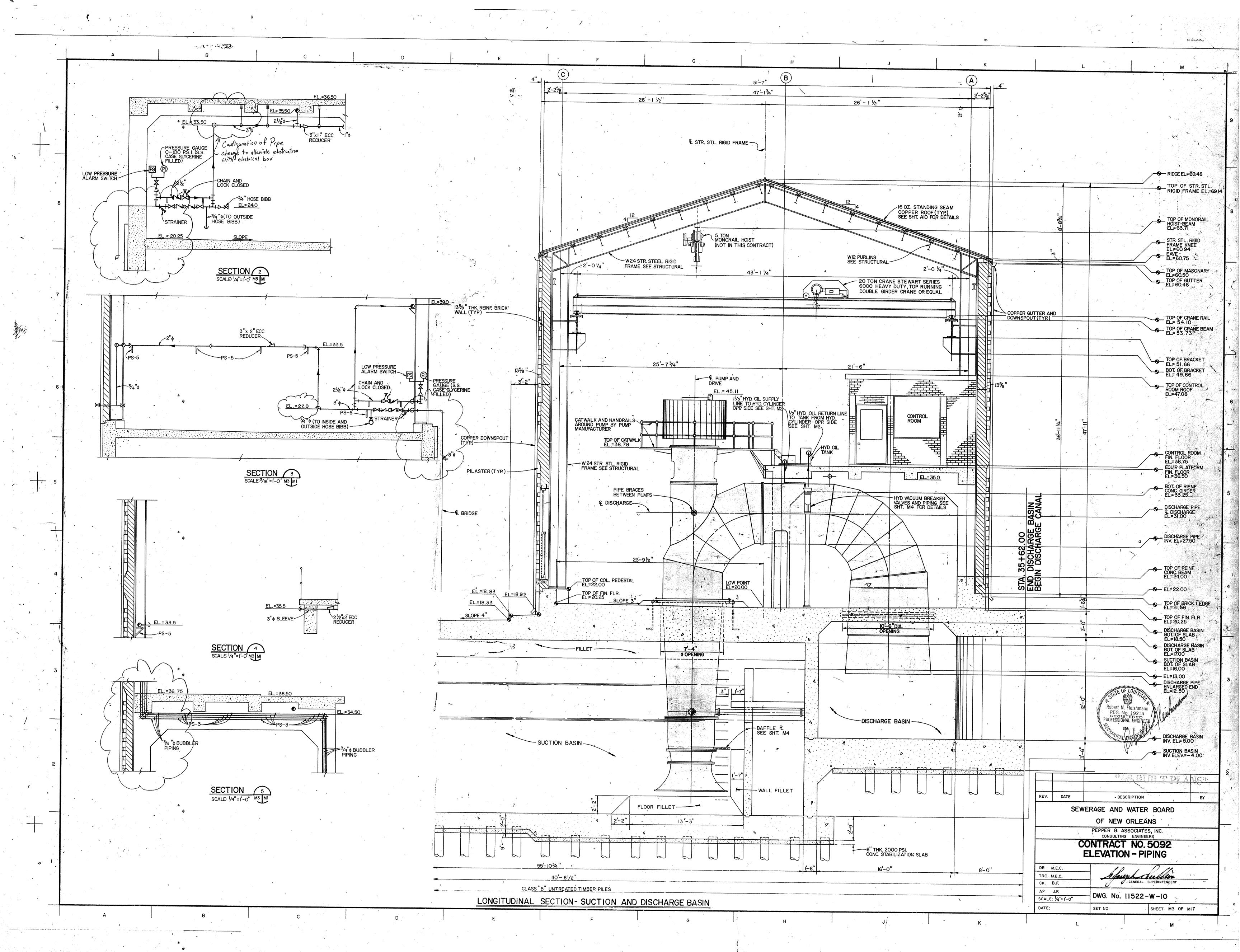


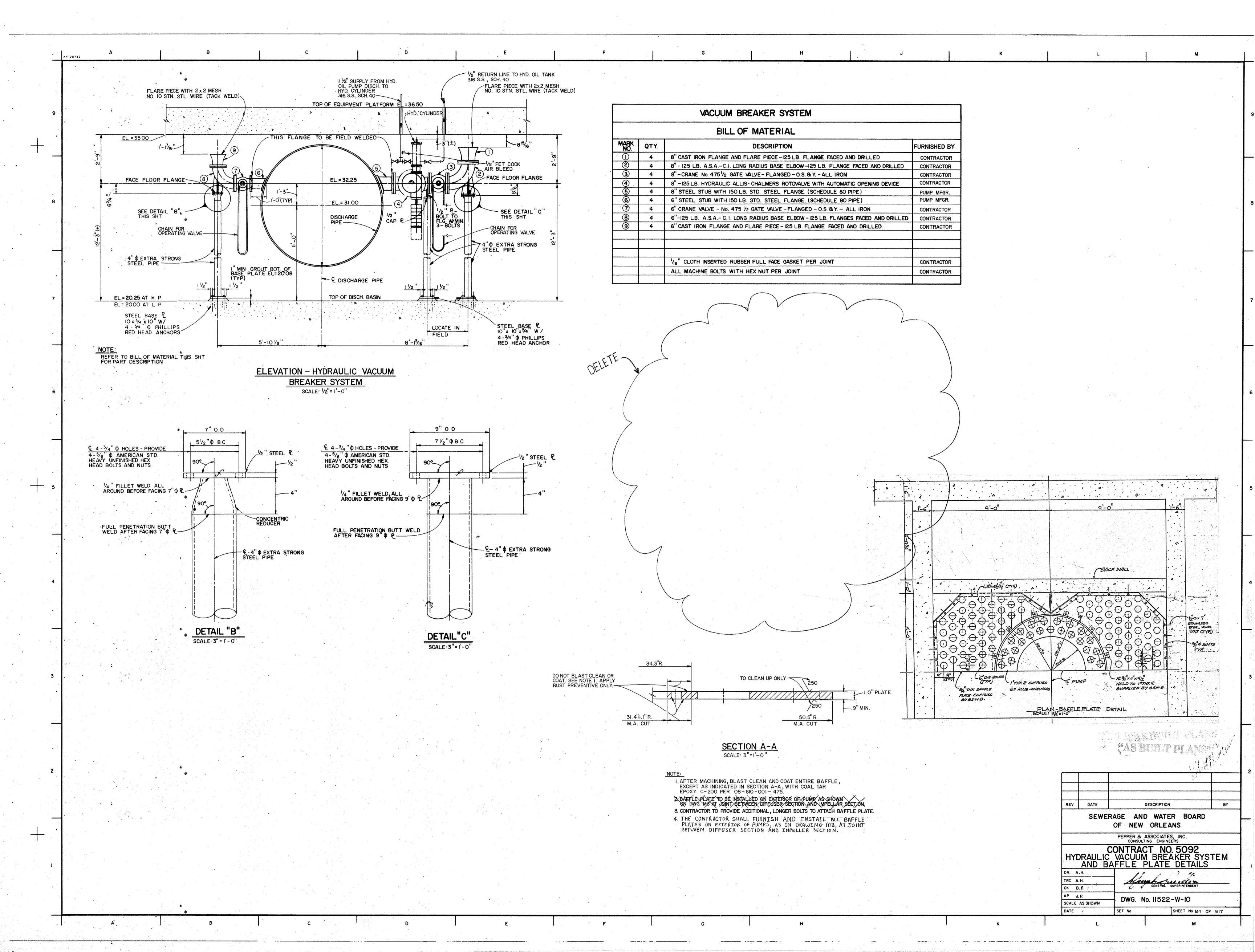


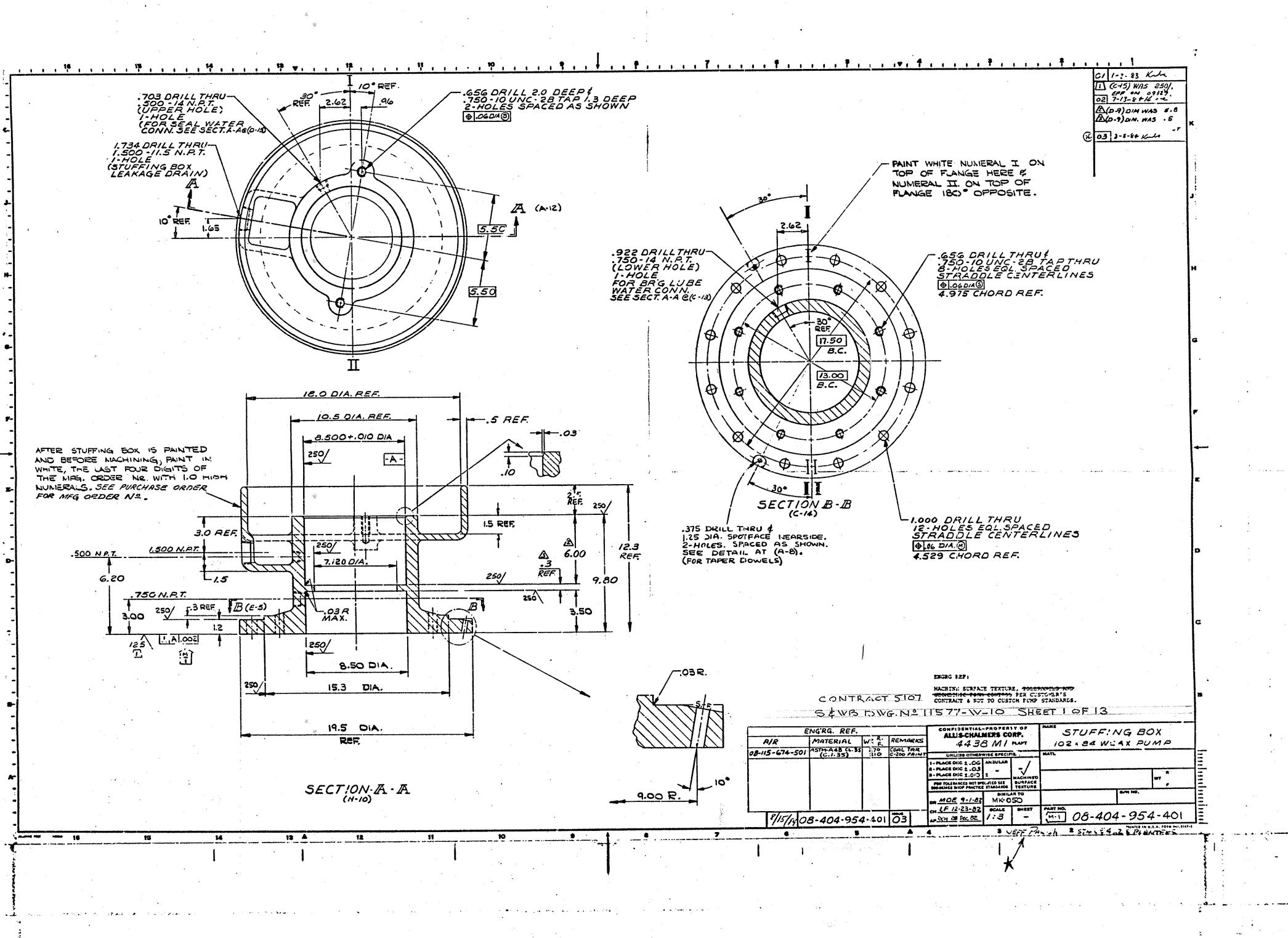


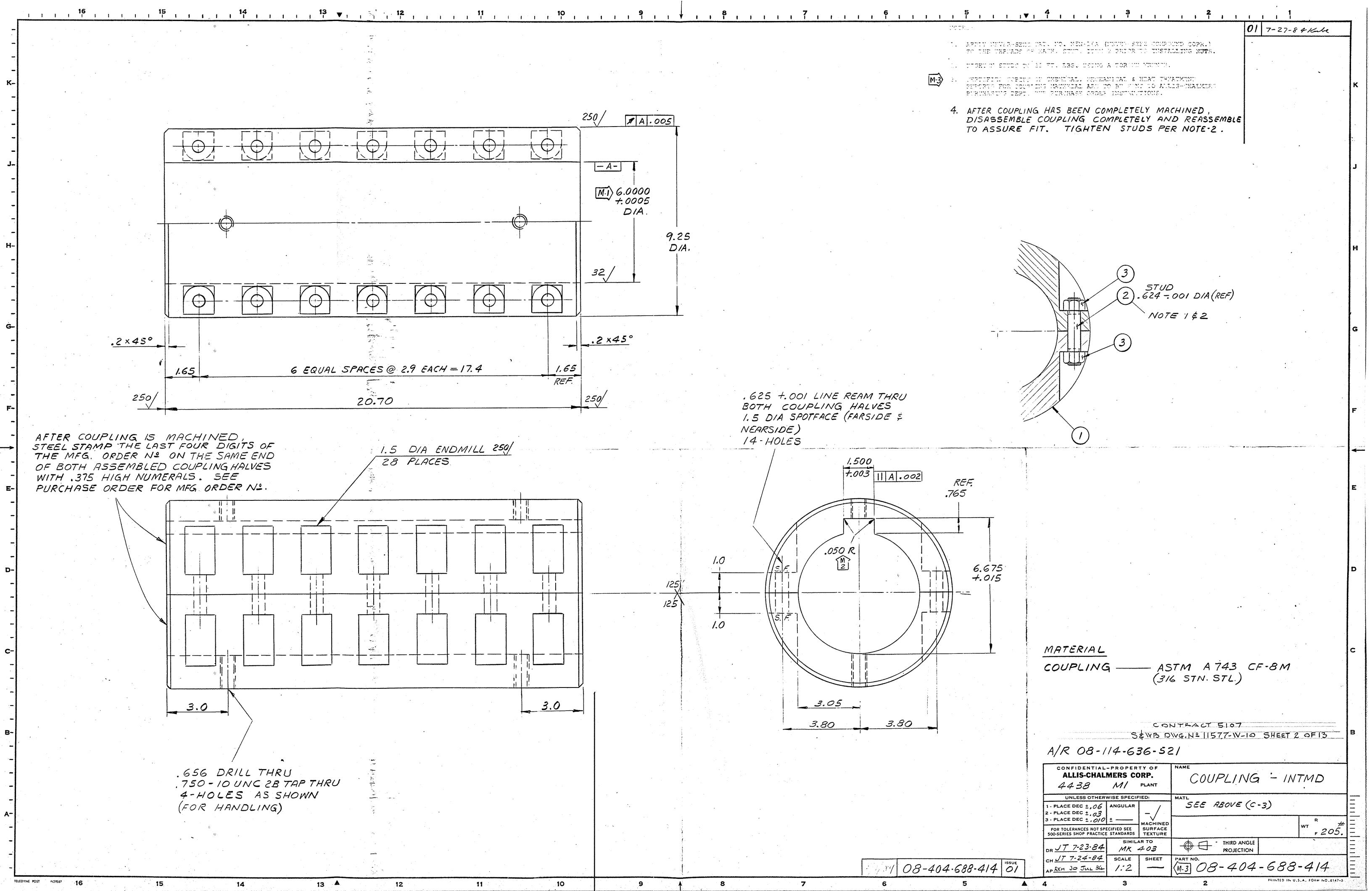


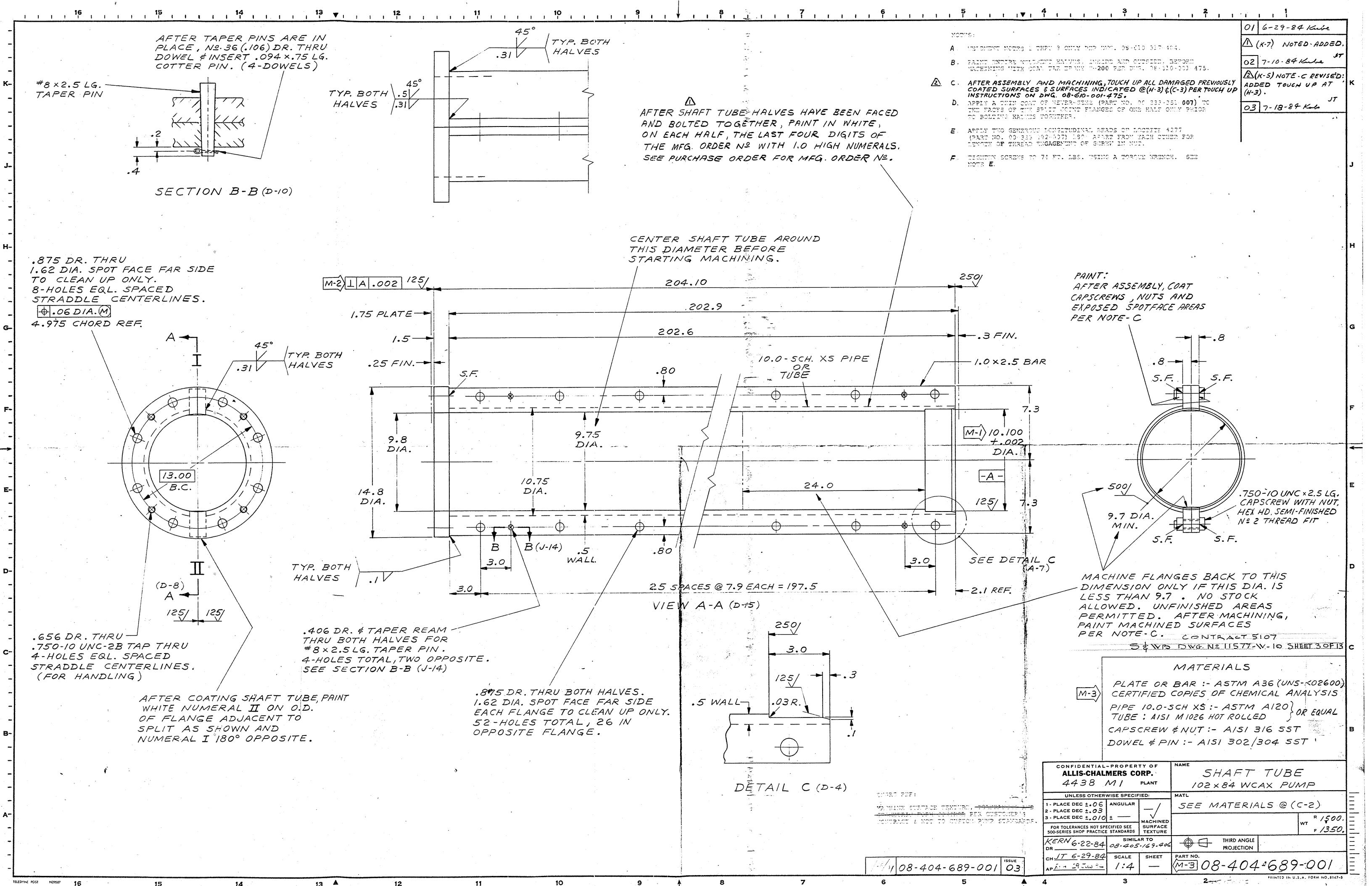


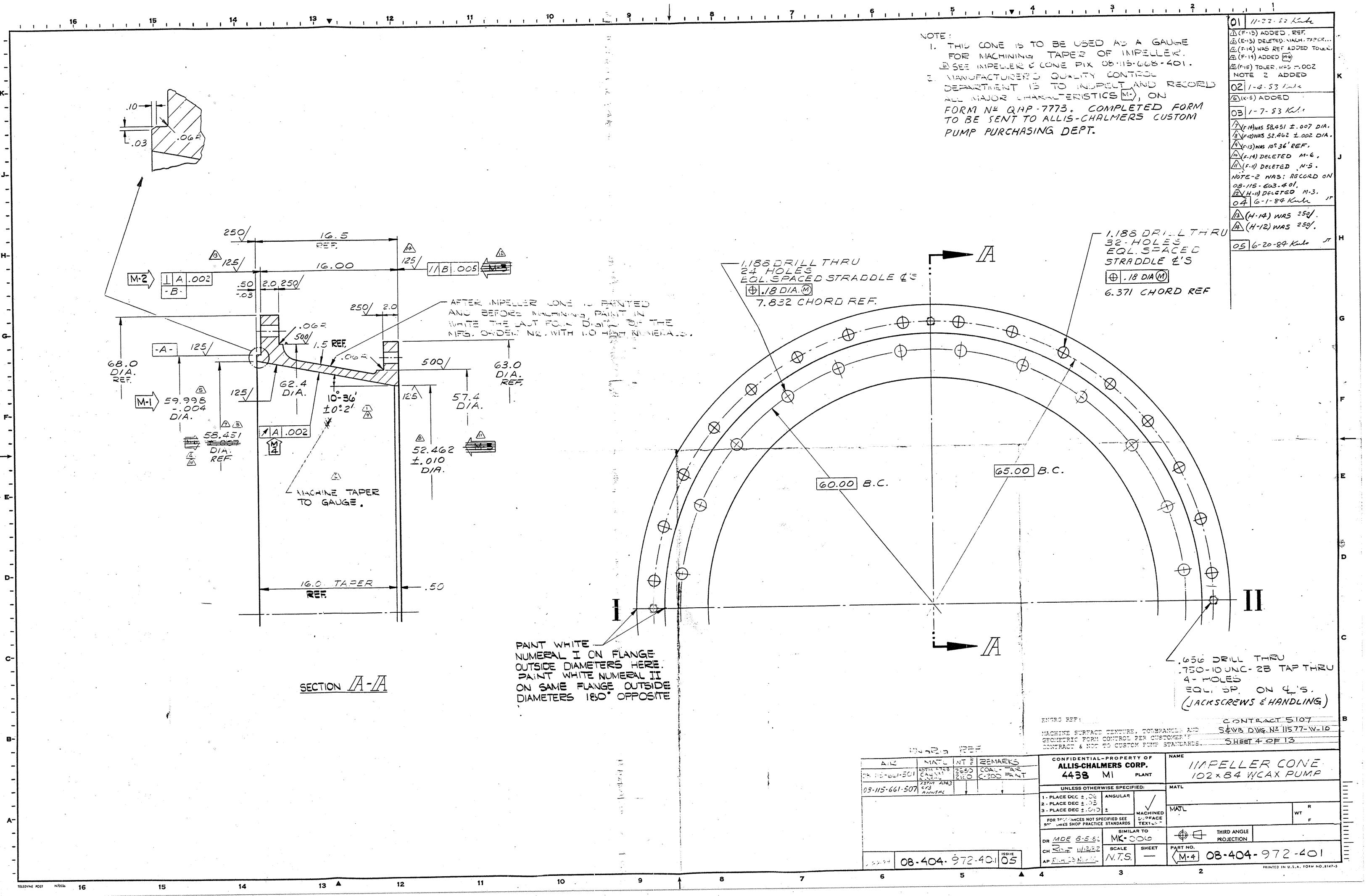


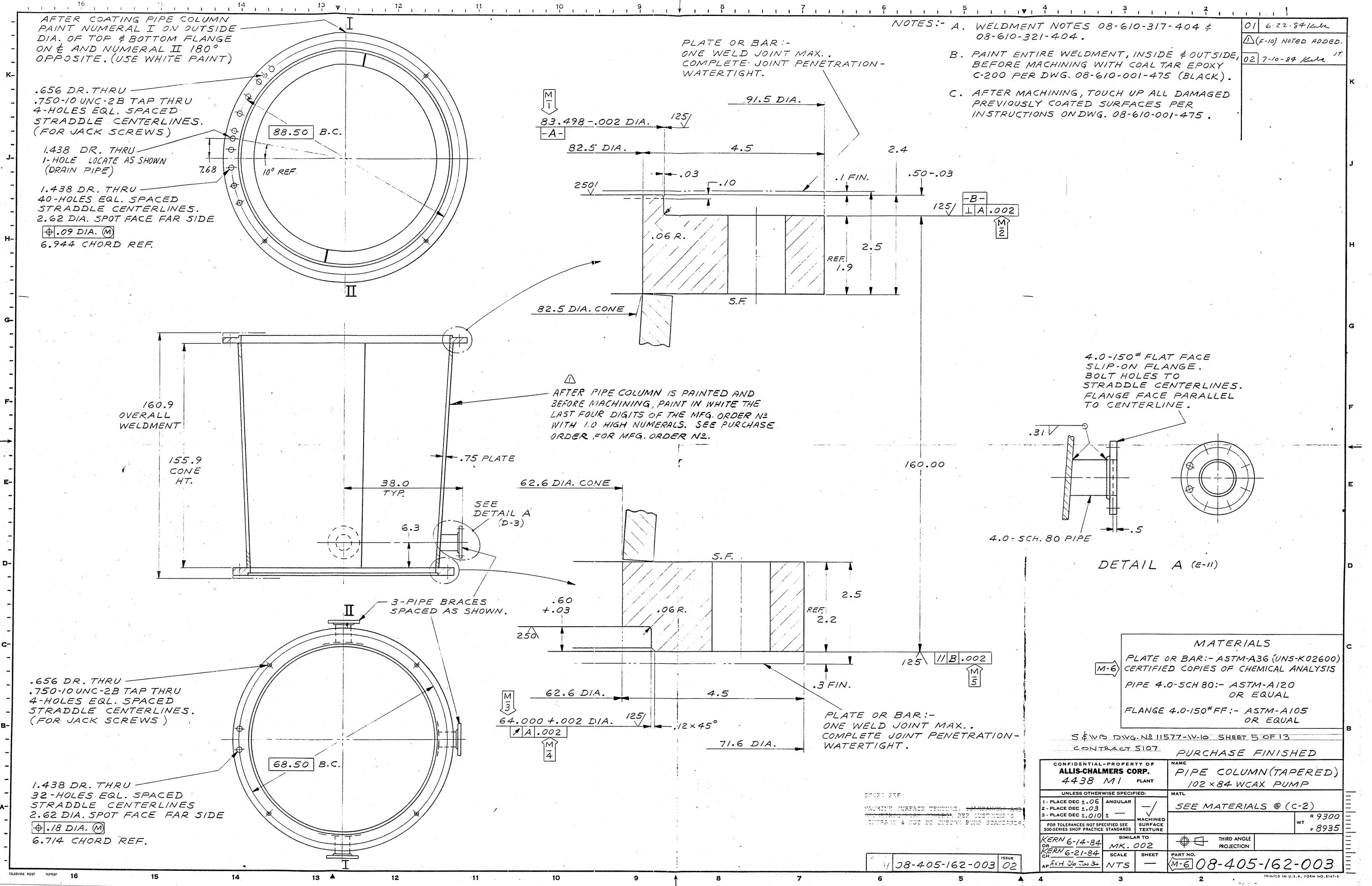


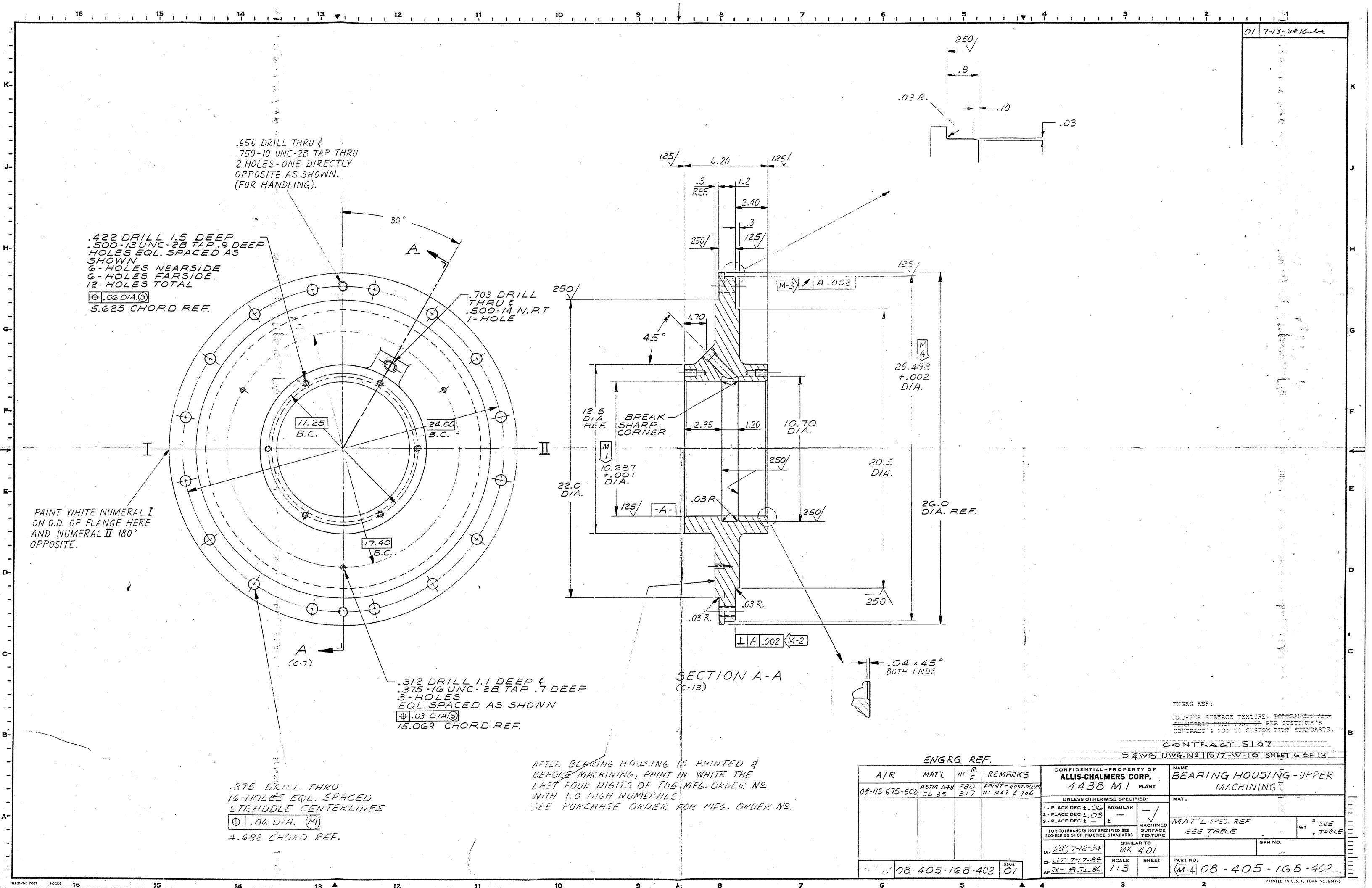


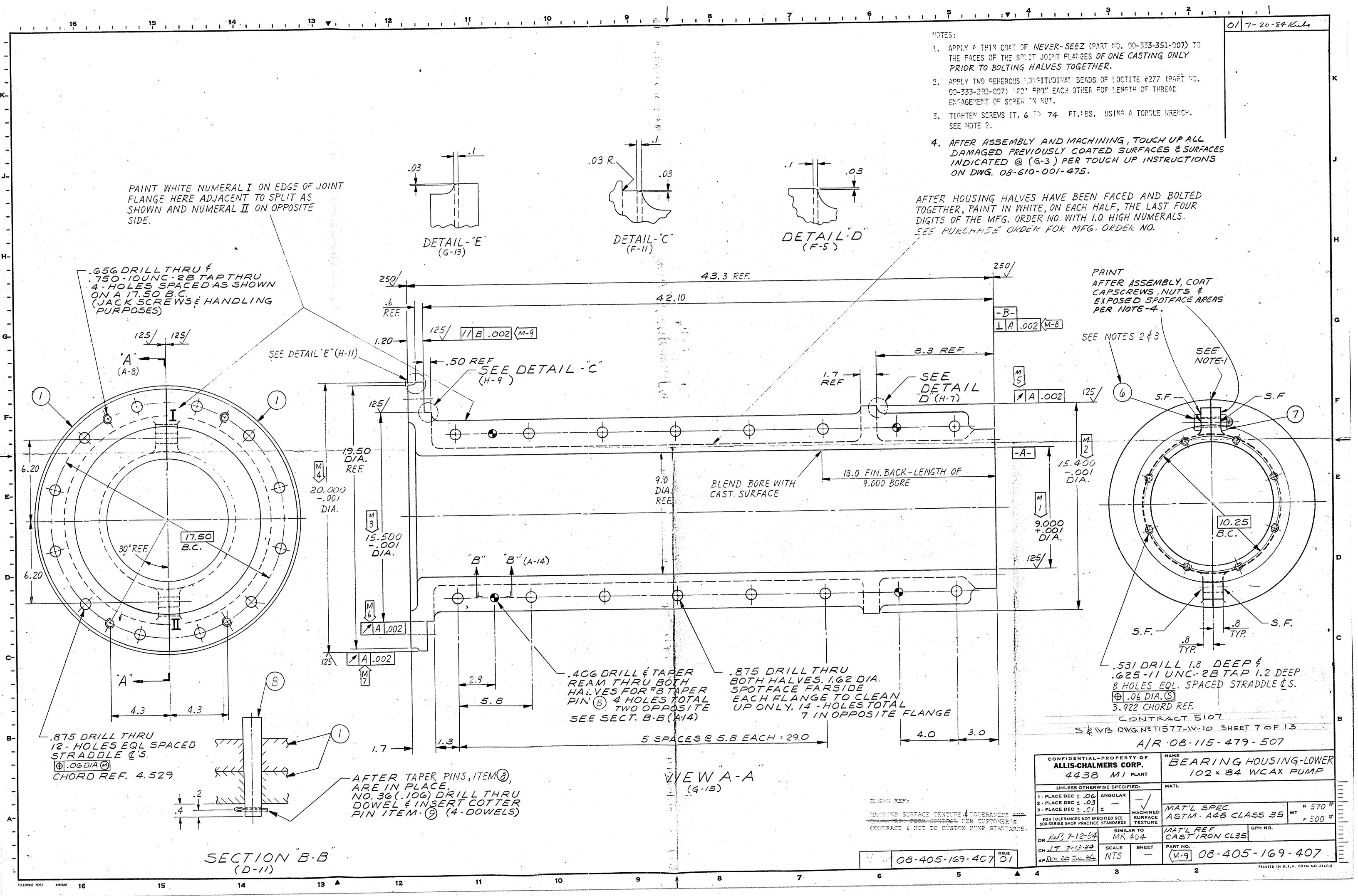


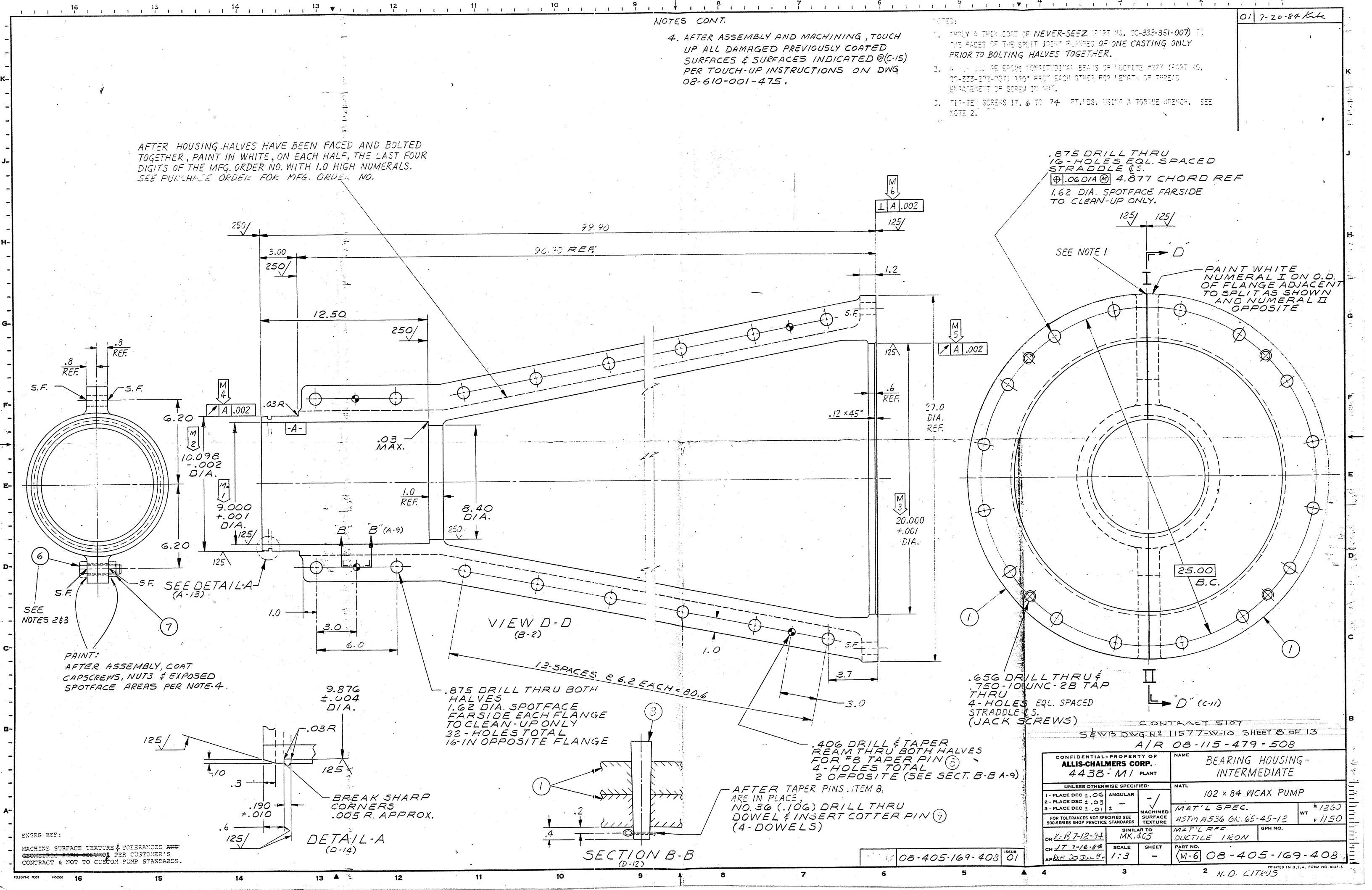


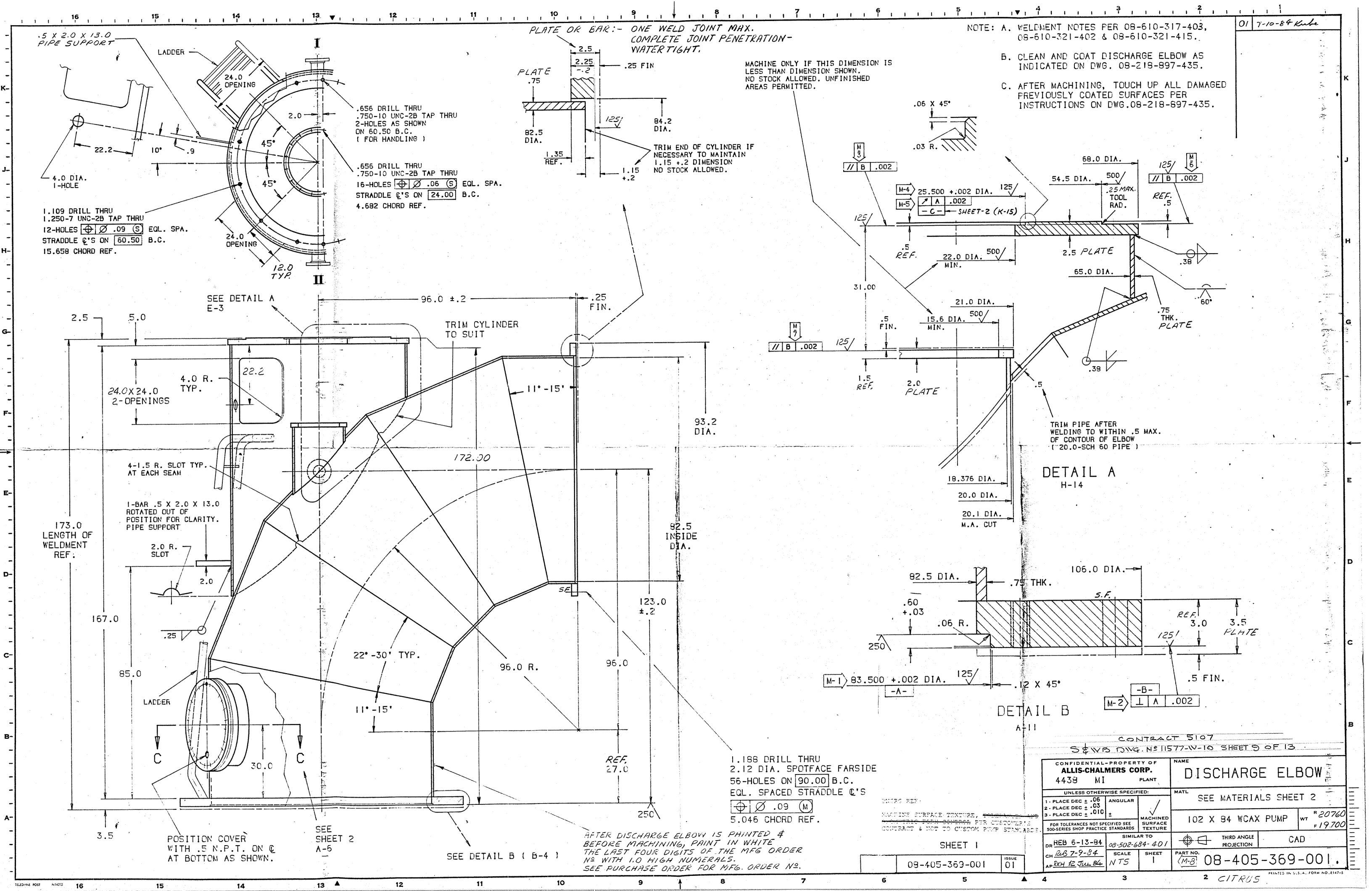


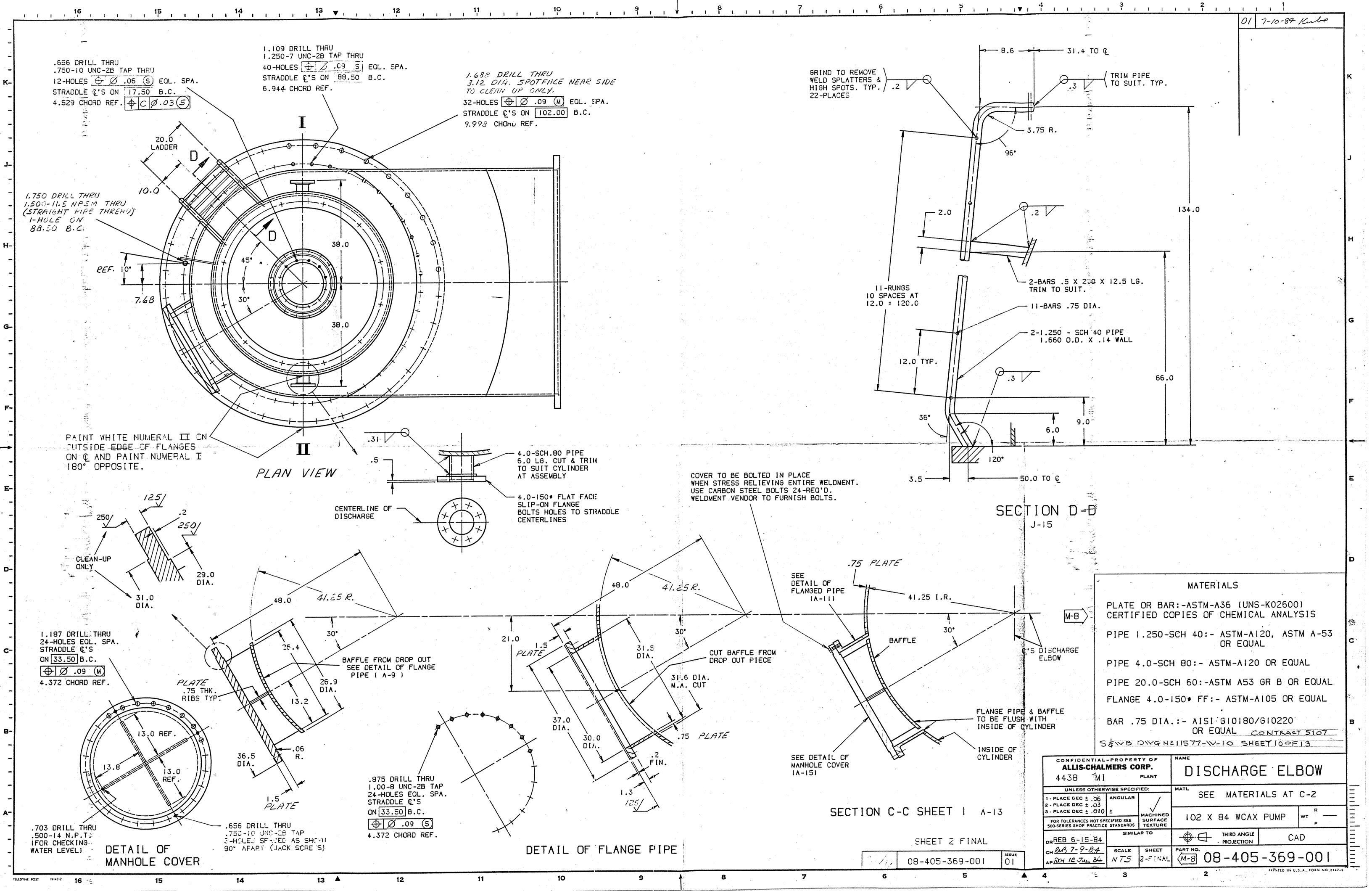


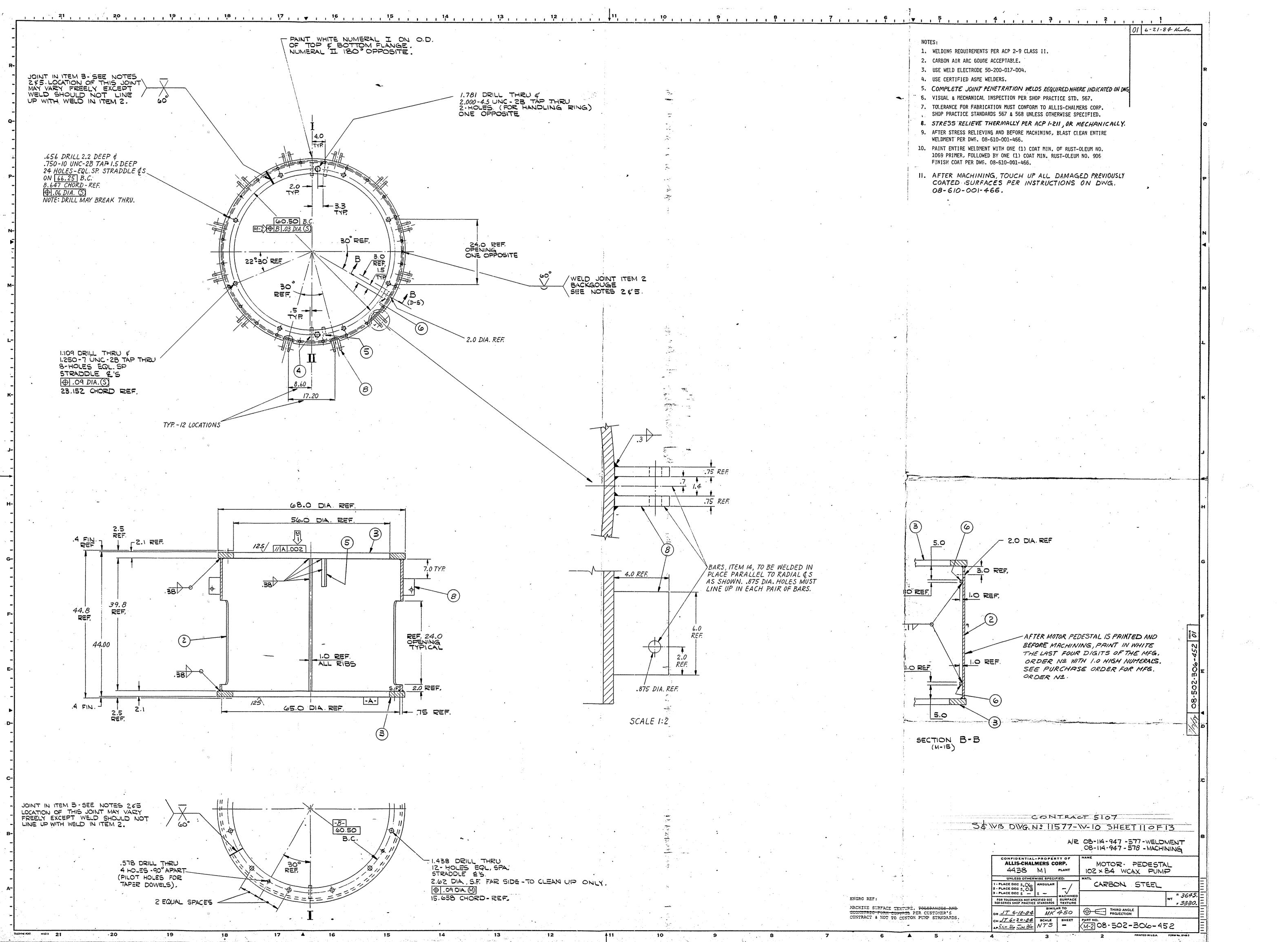


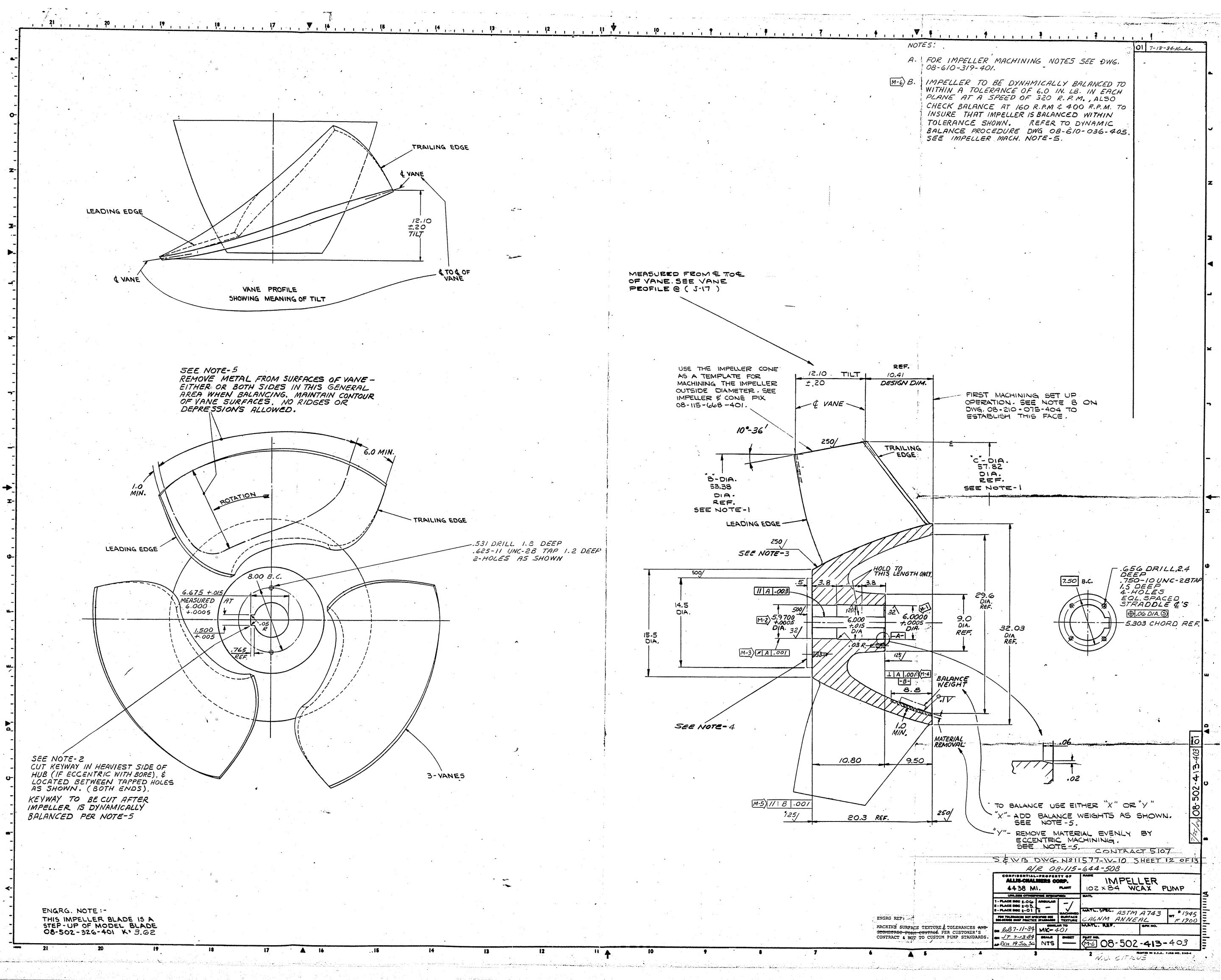


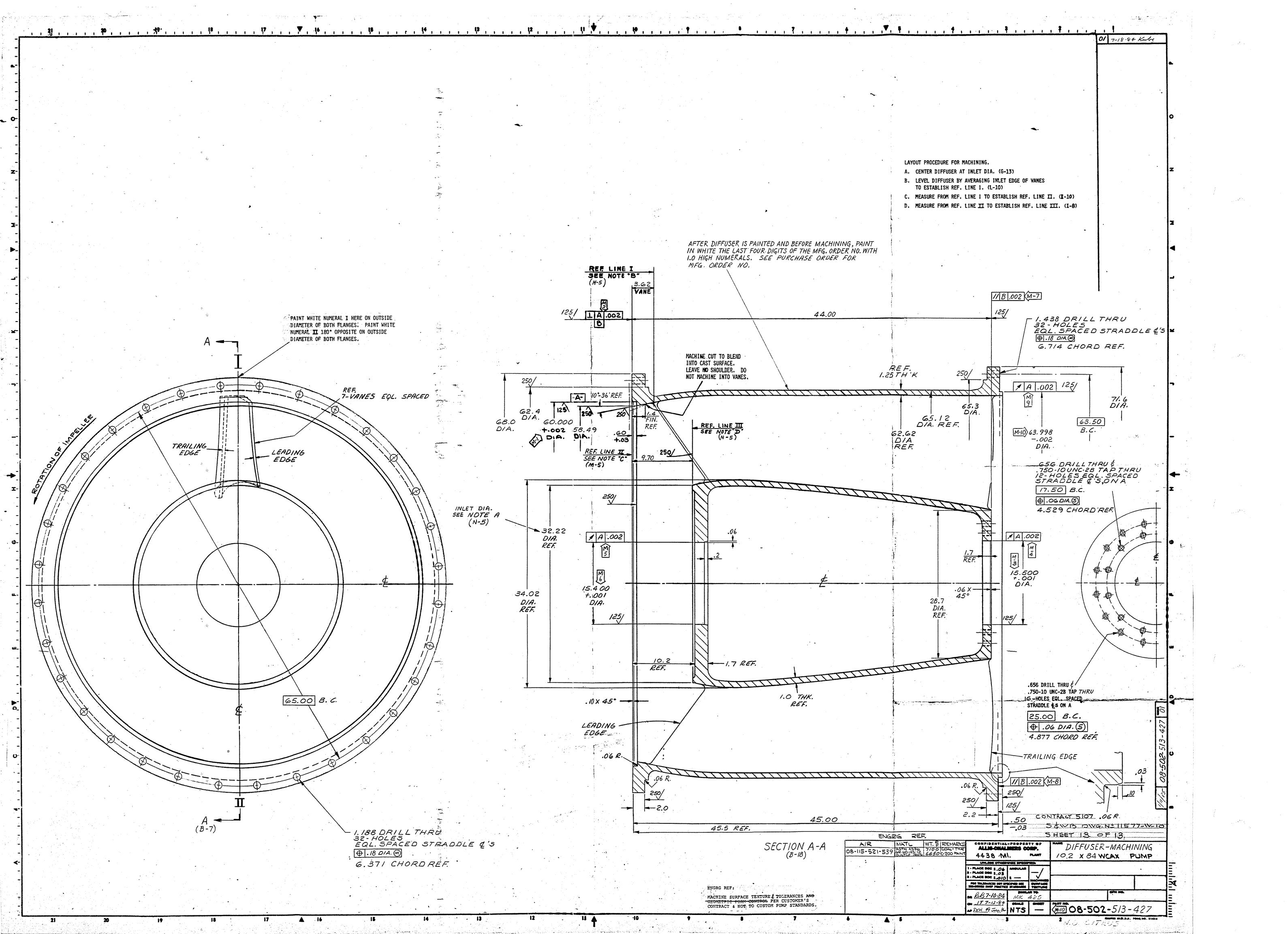












SWB Rotating Equipment Acceptance

The following must be signed off or marked N/A by the appropriate personnel as a requirement for acceptance of the work. It is the contractor's/vendor's responsibility to obtain signoff and return the completed form to the designated SWB representative.

Station Name and Equipment ID:	
Contractor/Vendor:	-
Date(s) of Equipment Reassembly:	
SWB Machine Shop Supervisor Signoff	
Shaft and Impeller centered in the following:	
Housing:	
Stuffing Box:	
Bearing casings:	
Nose clearances in suction ring are acceptable:	
Radial bearing set:	
Thrust bearing set:	
The following alignments are acceptable:	
Pump to Motor 1:	
Motor 1 to Motor 2:	
Exciter:	
SWB Operations Supervisor Signoff	
Minimum 8-Hr runtime after assembly:	
Detail any concerns:	