

30255 - CARROLLTON BASIN SEWER REHABILITATION NO. 14

Addendum Number 1

Date: 09/22/2023

Your reference is directed to Contract Number: 30255 for Carrollton Basin Sewer Rehabilitation No. 14 which is due 11:00 a.m. CST on October 12, 2023.

The addendum provides for the following:

1. Revisions to Specifications below.
 - a. Section 002113 Instructions to Bidders, **REPLACE** with updated version included herein.
 - b. Section 012900 Payment Procedures, **REPLACE** with the updated version included herein.
 - c. Section 013513 Special Project Procedures for Consent Decree, **REPLACE** with the updated version included herein.

This addendum consists of one (1) page, with fifty-two (19) pages of attachments.

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

*** END OF ADDENDUM ***

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

1.1. Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

1.1.1. *Issuing Office*—The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered: Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Procurement Department Room 133, New Orleans, Louisiana 70165.

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents are available in electronic form on the Sewerage & Water Board of New Orleans website: https://www2.swbno.org/business_bidspecifications.asp (Click on Doing Business, then Advertisements & Specifications) Reproduction costs for any of the downloaded electronic Bidding Documents shall be borne by the Contractor.

2.2. Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner nor Engineer assumes responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.

2.3. Drawings included in the Bidding Documents are electronic .pdf files generated from electronic drawing files. Any reduction from actual size is indicated by a note or scale bar on Drawing.

2.4. Owner and Engineer, in making Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1. In order to perform public work, Bidder and its Subcontractors, prior to award of Contract or as otherwise required by the jurisdiction, shall hold or obtain such licenses as required by State Statutes, and federal and local Laws and Regulations.

3.2. Bidder is advised to carefully review those portions of the Bid Form requiring representations and certifications.

4. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.1. Subsurface and Physical Conditions:

4.1.1. The Supplementary Conditions identify:

4.1.1.1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.

4.1.1.2. Those drawings known to Owner of physical conditions relating to existing surface and subsurface structures at the Site.

4.1.2. Copies of reports and drawings referenced will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings. Costs associated with making available copies of reports and drawings shall be borne by Bidder.

4.2. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner or others.

4.3. Hazardous Environmental Condition:

4.3.1. The Supplementary Conditions identify reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

4.3.2. Copies of reports and drawings referenced will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings. Costs associated with making available copies of reports and drawings shall be borne by Bidder.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02 through 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental

Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.5. On request, Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Owner deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.6. Related Work at Site: Reference is made to the General Requirements for identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request Owner will provide to each Bidder for examination, access to Contract Documents (other than portions thereof related to price) for such other work.

4.7. Safety: Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.8. It is responsibility of each Bidder before submitting a Bid to:

4.8.1. Examine and carefully study the Bidding Documents, other related data identified in the Bidding Documents, and any Addenda.

4.8.2. Visit the Site to become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.8.3. Become familiar with to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

4.8.4. Carefully study all information provided and referenced in plans and specifications.

4.8.5. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents.

4.8.6. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

4.8.7. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

4.8.8. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in Bidding Documents and confirm that written resolution thereof by Engineer is acceptable to Bidder.

4.8.9. Determine Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

4.9. Submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article; that without exception the Bid is premised upon performing and furnishing the Work required by Bidding Documents and applying specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by Bidding Documents; that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder; and that Bidding Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the Work.

5. SPECIAL PRODUCT REQUIREMENTS

5.1. Bidder's attention is directed to the Supplementary Conditions, Paragraph 6.03.

6. PREBID CONFERENCE

A MANDATORY Prebid conference will be held on September 21, 2023, at 10:30 a.m. at the Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Purchasing Conference Room 131, New Orleans, Louisiana. This meeting will also be accessible via teleconference:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 250 193 603 120

Passcode: 3VJ84b

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 504-224-8698,295747593# United States, New Orleans

Phone Conference ID: 295 747 593#

6.1. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference. An award will be issued to Bidders that have a representative at the pre-bid conference. Procurement will transmit to prospective

Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

7. SITE AND OTHER AREAS

7.1. The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner, unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

8. INTERPRETATIONS AND ADDENDA

8.1. All questions about the meaning or intent of the Bidding Documents are to be submitted to the Sewerage & Water Board Purchasing Department. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda sent to all parties recorded by the office issuing documents as having received the Bidding Documents. Questions received after September 22, 2023, at 5:00 p.m. may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

8.2. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

8.3. Addenda issued in response to questions will be issued no later than 72 hours prior to bid opening.

9. BID SECURITY

9.1. Bid shall be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the attached form), issued by a surety meeting the requirements of Paragraph 5.01 and Paragraph 5.02 of the General Conditions.

9.2. Upon Notice of Award of the Contract, the Bid security of all bidders, other than the lowest two (2) formal bidders will be returned upon request. The return of the Bid security to whom the Contract is awarded is conditioned upon the successful bidder furnishing the insurance required in the specifications and appearance before the Notary for the Sewerage and Water Board of New Orleans within ten (10) consecutive calendar days after notice by the Executive Director or designee of the award of the contract and executing the contract and furnishing bond for the faithful fulfillment thereof according to the attached specifications. The Bid security of the next lowest bidder will be returned as soon as the successful bidder has executed the Contract and furnished bond upon request. If all bid proposals are rejected, all Bid security will be returned immediately upon request.

9.3. Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days after Bid opening upon request.

10. CONTRACT TIMES

10.1. The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

11. LIQUIDATED DAMAGES

11.1. Provisions for liquidated damages, if any, are set forth in the Agreement.

12. SUBSTITUTE AND “OR-EQUAL” ITEMS

12.1. The Contract will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

13. WAGE RATES

13.1. The Work under these Bidding Documents is to be paid for by public funds; therefore, minimum prevailing wage rates published by the Secretary of the U.S. Department of Labor (see appended rate tables). Refer to Attachment #5 of the Supplementary Conditions for more information.

13.2. The successful bidder is to make available to the Board, complete records in connection with payment of employees during the term of the job in order to permit the Internal Audit Division to check as to adherence to the wage scale presently in effect in accordance with U.S. Government standards.

14. PREPARATION OF BID

14.1. With each electronic copy of the Bidding Documents, Bidder will be furnished one separate Bid Form, and, if applicable, the Bid Bond Form. Contractor is to print and complete all pertinent documents included as the Original Form of Proposal.

14.2. All blanks on the Bid Form shall be completed by typing or printing with ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item, unit price item, and alternate listed therein.

14.3. A Bid by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer accompanied by evidence of authority to sign. The

corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

14.4. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

14.5. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

14.6. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

14.7. All names shall be typed or printed in ink below the signatures.

14.8. The Bid shall contain an acknowledgement of receipt of all Addenda; the numbers of which shall be filled in on the Bid Form.

14.9. Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

14.10. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number and class, if applicable, shall also be shown on the Bid Form.

15. BASIS OF BID; COMPARISON OF BIDS

15.1. Lump Sum:

15.1.1. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

15.1.2. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid Form.

15.2. Unit Price:

15.2.1. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Unit Price Bid Table.

15.2.2. The total of all prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

15.2.3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.3. Alternates:

15.3.1. Alternates requiring pricing in the Bid Form are described in Section 01 11 01, Summary of Work, and in the Bid Form, if applicable.

15.3.2. Indicate in Bid Form the amount to be added or subtracted from the base Bid for alternates described.

15.3.3. Include cost of all related work, including modifying surrounding work to integrate the Work of each alternate.

15.3.4. Alternates listed on Bid Form will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Agreement if applicable.

16. SUBMISSION OF BID

16.1. The Bid Form, Section 00 41 13 Louisiana Uniform Public Work Bid Form is to be completed and submitted with the Bid Security. The two (2) lowest bidders will have three (3) days following the bid opening to submit the following:

16.1.1. Additional Requirements, Bidder Declaration, Guarantees, and Emergency Procedures.

16.1.2. Affidavit

16.1.3. Voluntary Extensions of the Award of Contract

16.1.4. Affidavit of Noncollusion

16.1.5. Conflict of Interest Disclosure Affidavit

16.1.6. Convicted Felon Affidavit

16.1.7. Non-Solicitation Affidavit

16.1.8. Economically Disadvantaged Business Participation Summary Sheet

16.2. A Bid shall be submitted no later than the date and time prescribed, and at the place indicated in the Invitation to Bid. Enclose Bid in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), name and address of Bidder, and accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."

16.3. In accordance with LRS 37:2163, Bidders are required to certify they hold an active Contractor's license and indicate license number on Bid envelope. Bid envelopes received with no Contractor license number will not be opened and will automatically be rejected and considered nonresponsive.

17. OPENING OF BIDS

Bids will be opened on September 28, 2023 at 11:30 a.m. at Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Purchasing Conference Room 131, New Orleans, Louisiana and unless obviously nonresponsive, read aloud publicly. The amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids. The bid opening will also be available via teleconference:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 242 966 709 161

Passcode: MvpZXa

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 504-224-8698,848756231#](#) United States, New Orleans

Phone Conference ID: 848 756 231#

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1. All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

19. EVALUATION OF BIDS AND AWARD OF CONTRACT

19.1. Pursuant to Louisiana Statute 38:2225, a resident Bidder shall be allowed a preference over a nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident Bidder.

19.2. Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Bids. Owner further reserves

the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.3. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

20. NOTARIAL FEE.

20.1. The Contract and Bond shall be signed in the City of New Orleans, before the Notary for the Sewerage and Water Board of New Orleans, by the Contractor in person or by a duly authorized representative. The notarial fee for the execution of the contract shall be paid by the Contractor in accordance with the Notarial Fee Schedule below. The Fee Schedule is subject to change, and Contractor is responsible for any deviations from this Fee Schedule. Contractor shall also be responsible for payment of all recordation costs and photocopying at the rate of \$0.50 per page. All affidavits of acceptance or substantial completion are \$70.00 plus actual recordation costs.

NOTARIAL FEE SCHEDULE

Notarial work for all Sewerage and Water Board of New Orleans construction contracts, requiring to be notarized:

<u>Contract Value</u>	<u>Fee</u>
Under \$1,000.00	\$220.00
\$1,000.00 to \$49,999.99	\$410.00
\$50,000.00 to \$499,999.99	\$1,042.00
\$500,000.00 to \$999,999.99	\$2,237.00
\$1,000,000.00 or over	\$4,474.00

21. CONTRACT SECURITY AND INSURANCE

21.1. Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to bonds and insurance. When Successful Bidder delivers executed Agreement to Owner, it shall be accompanied by such bonds.

22. SIGNING OF AGREEMENT

23.1 The proposal submitted by the staff-recommended bidder will be tentatively selected by the appropriate Sewerage and Water Board Committee meeting. The final award of the contract will be made at the subsequent Board meeting. All prices bid must be held firm for 120 days or until final award of contract by the Board.

23.2 After submittal of required Insurance and Bonds, in form acceptable to the Sewerage and Water Board of New Orleans, the selected Bidder will be authorized by the Executive Director of the Board to appear before the Notary to sign the contract within ten (10) consecutive calendar days from the date of the notice.

23. SALES AND USE TAXES

24.1 Applicable state and local sales and use taxes for purchase of materials and supplies furnished under this contract shall be paid by the Contractor. Such taxes shall be included in the lump sum bid for the work of this contract. The board shall be relieved of any obligation to pay these taxes.

24. RETAINAGE

24.1. Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage, if applicable, are set forth in the Agreement.

25. BID PROTESTS

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

26. FUNDING

26.1. This project is funded through FEMA and WIFIA. Specification sections within these specifications applicable to the noted funding sources will apply to this project.

END OF SECTION

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for:
 - 1. Schedule of Values
 - 2. Applications for Payment
- B. Related Requirements:
 - 1. Section 004113 Louisiana Uniform Public Work Bid Form.
 - 2. Section 007200 General Conditions.
 - 3. Section 012200 Unit Prices.
 - 4. Section 012600 Contract Modification Procedures.
 - 5. Section 013200 Construction Progress Documentation.

1.3 DEFINITIONS

- A. Schedule of Values: A listing of the various items of work and the corresponding quantity and value of each item. The sum total of the value of all items equals the total value of the contract. The SOV is to be used by the contractor to record monthly and job-to-date quantities of items completed, and to calculate the monthly and job-to-date value of completed items.
- B. Application for Payment: Contractor's monthly progress payment submittal, which includes all required forms, schedules and documentation.

1.4 SCHEDULE OF VALUES

- A. The Contractor's completed and submitted Louisiana Uniform Public Work Bid Form – Unit Price Form, Section 004143, shall constitute the Contractor's Schedule of Values.

1.5 APPLICATIONS FOR PAYMENT

- A. Applications for payment shall be in compliance with Article 14 of the General Conditions in Section 007200.
- B. Each Application for Payment that follows the initial Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by Owner.
- C. Payment Application Times: The period covered by each Application for Payment is one month, beginning on the first day of the month and ending on the last day of the month. Within the first 14 calendar days after the end of the month, Contractor shall submit to the Engineer for review and approval, a draft copy of the Application for Payment, which shall include all required forms, schedules and documentation. Within 7 calendar days after receipt, the Engineer will notify the Contractor of any errors or omissions that require correction and resubmittal. The Engineer will review and respond to revised applications within 7 calendar days after receipt. When the Engineer determines that the draft is complete and correct, the Contractor will be directed to submit two notarized original Applications for Payment.
- D. Forms, schedules and documentation required to complete the Application for Payment submittal include:
 - 1. Transmittal Document (Letter or Form) that identifies every item included in the submittal.
 - 2. AIA Document G702.
 - 3. AIA Document G703.
 - 4. Schedule of Values.
 - 5. Current Project Schedule updated through the end of the application period.
 - 6. Summary Completion Schedule that compares the percent of work remaining to the percent of time remaining.
 - 7. DBE Participation Report.
 - 8. Documentation of Completed Work (Work Order Forms, Post-construction CCTV Inspection Videos, Certification Reports, As-Built Drawings, and all other documentation or data required by the Engineer to verify the quantity and/or quality of the completed Work).
 - 9. Restoration Status for Repairs Completed Through “*Month Day, Year.*”
- E. Application Preparation: Complete all required fields on every form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will reject incomplete applications without action.
 - 1. Entries on AIA forms and the Schedule of Values must agree.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed through the end of the payment period.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
 - 5. Contractor shall invoice separately for SSERP repairs and FEMA funded repairs, including roadway restoration associated with each repair. Each invoice must be clearly identified as either SSERP or FEMA on the transmittal document and at the top of AIA Document, G702.

- F. **Stored Materials:** Payment requests for stored materials must include justification and must be submitted in writing to the Construction Manager for approval. Should payment be approved, stored materials are to be invoiced separately and exclusive of other unit price or lump sum work. Payment for material stored shall be made at 90% of the paid invoice value and 5% retainage will be withheld from this amount. Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. **Contractor Invoices:** Invoices shall be accompanied by Restoration Status for Repairs Completed reports. All reports should include point repair completion dates and the restoration status for each completed point repair as shown in the sample below. Invoices shall also be accompanied by completed Work Order Form using attached template. Each repair shall have a unique work order number generated by the Contractor.

USMH (xxx-xxx)	DSMH (xxx-xxx)	BLOCK ADDRESS	REPAIR TYPE	STATION ID (FT)	REPAIR COMPLETE (DATE)	REPAIR COMPLETE? (YES/NO)	RESTORATION COMPLETE (DATE)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 012900

THIS PAGE LEFT INTENTIONALLY BLANK

S&WB CONTRACT NO.

WORK ORDER NO.:		DATE COMPLETED:	
SHEET NO.:		CONTRACTOR:	
STREET NAME:			
UPSTREAM M/H		DOWNSTREAM M/H	
BEG. FOOTAGE		END. FOOTAGE	

DESCRIPTION OF WORK TO BE PERFORMED

WORK DESCRIPTION: REPAIR # _____

COMMENTS: _____

DATE STARTED: _____

DATE COMPLETED: _____

ITEM	DESCRIPTON	UNIT	QTY	UNIT PRICE
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			W.O. TOTAL COST	\$ -

FOREMAN'S SIGNATURE _____

RESTORATION WORK TO BE PERFORMED

WORK DESCRIPTION RESTORATION WORK _____

COMMENTS: _____

DATE STARTED: _____

DATE COMPLETED: _____

ITEM	DESCRIPTON	UNIT	QTY	UNIT PRICE
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			W.O. TOTAL COST	\$ -

FOREMAN'S SIGNATURE _____

SECTION 013513 - SPECIAL PROJECT PROCEDURES FOR CONSENT DECREE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 CONTRACTOR REQUIREMENTS

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

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

D. Milestone Schedule:

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

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

1.4 PENALTIES

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013513