

## 30255 - CARROLLTON BASIN SEWER REHABILITATION NO. 14

### Addendum Number 4

**Date: 10/9/2023**

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.
2. Questions and Answers.
  - a. Original Bid Advertisement had the Mandatory pre-bid for October 5th at 10:30 am. Addendum 1 was issued and posted on 9/22/2023 and had a mandatory pre-bid for 9/21/2023. Please confirm that the date of the mandatory pre-bid 9/21/2023 issued per addendum 1 was an error.
    - i. Answer: This is correct. See attached revised Section 002113.
  - b. Who is responsible for providing the Temporary Project Sign as described in section 015813 of the specifications?
    - i. Answer: Project Sign will be provided if required.
  - c. It is unclear if contractor is to furnish and/or install a field office/trailer as mentioned in section 015000 of the Specifications. If it is required, is it at no direct cost? Would you please clarify?
    - i. Answer: As per Section 01 50 00 Temporary Facilities and Controls, Sub-Section 2.2.A, prefabricated or mobile units are not required. If the Contractor chooses to provide them, they shall be provided by the Contractor, at no additional cost to the Owner, with written approval from the Engineer.
  - d. Please confirm that Vibration Monitoring shall be furnished and paid for by the contractor as stated in Section 017300, 3.10 Vibration Monitoring?
    - i. Answer: As per Section 01 73 00 Execution, Sub-Section 3.10 A, "Contractor shall furnish any vibration monitoring at his own expense at his own discretion."
  - e. Please confirm that Builder's Risk Insurance is required as mentioned in the Supplementary Conditions, section 00 73 00-6?
    - i. Answer: Refer to Section 007300 Supplementary Conditions, Sub-Section 5.04.C.3.f for exception statement.
  - f. Is it the owner's responsibility to pay for testing lab services?
    - i. Answer: The Owner shall provide the testing lab.

- g. Please confirm or as stated in Section 321123-3 (2.1-A) of the specifications, that Crushed Concrete is not allowed at any time for Base Course or TMA purposes.
  - i. Answer: This is confirmed.
- h. Is TMA at No Direct payment?
  - i. Answer: Refer to spec section 32 06 00 Schedules for exterior Paving and Sodding, Sub-Section 3.3 B-7.
- i. Section 321123-5 under 3.4 Note D in the specifications, it mentions of stone base being 12" thick underneath Interim Pavement. Does the 12" thick base course get paid under pay item 9 Base Course or is it at no direct pay?
  - i. Answer: Base coarse measurement and payment shall be per Section 32 11 23 Aggregate Base Coarse, Paragraph 1.3.
- j. Section 320600-4, Interim Restoration, Note C (#6) states, "Measurement and Payment: There is no measurement for temporary base course used with Interim Restoration". Please clarify if the temporary base course underneath the 2-1-2" thick asphalt will be at no direct pay and is it 12" thick?
  - i. Answer: Where interim pavement is final product for this contract, base coarse measurement and payment shall be per Section 32 11 23 Aggregate Base Coarse, Paragraph 1.3.
- k. Will the required excavation to install base course and interim pavement be paid for under pay item 10 Roadway Excavation?
  - i. Answer: Excavation is only paid if excavation is needed to replace subgrade outside of repair trench. Any required replacement of unsuitable subgrade within the utility trench will not be paid.
- l. Is #610 stone base allowable underneath proposed Interim Pavement or asphalt?
  - i. Answer: #610 Limestone may be used as a substitute for #57 Limestone for roadway base course on DPW roadways. Substitution for #610 limestone on DOTD roadways will be subject to DOTD approval and is not guaranteed. #610 limestone is not acceptable as a substitute for pipe bedding.
- m. Please confirm that Interim Pavement shall be the final/finish product for this contract and that Permanent/Final Restoration will be performed under a different contract?
  - i. Answer: Interim pavement called out on individual plan sheets shall be final product for this contract.
- n. Is there geotextile fabric and geogrid in between the subgrade and Class II Base Course for Interim Pavement? If there is geotextile fabric and geogrid, will they get paid under pay items 7 Geotextile Fabric and 8 Geogrid? If so, why are the quantities not matching with the put back?

- i. Answer: Measurement and Payment for interim pavement will be made under the respective bid items as scheduled in Section 320600 under “Interim Pavement”.
  
- o. Can you please provide a detail for the “Interim Pavement”.
  - i. Answer: Interim pavement shall be per schedule in Section 320600 under “Interim Pavement”.

This addendum consists of three (3) pages, with twelve (12) 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](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 **October 5, 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 **October 6, 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 **October 12, 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

22.1 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.

22.2 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

23.1 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](mailto: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**

