

30230 - CARROLLTON BASIN SEWER REHABILITATION NO. 2

Addendum Number 2

Date: 11/7/2023

Your reference is directed to Contract Number: 30230 for Carrollton Basin Sewer Rehabilitation No. 2 which is due 11:00 a.m. CST on November 16, 2023.

The addendum provides for the following:

1. Revisions to Plans Below
 - a. Title Sheet, **REPLACE** with updated title sheet included herein.
 - b. Rehabilitation Plans Index, **REPLACE** with updated Rehabilitation Plans Sheet included herein.
 - c. Rehabilitation Plans Sheets S-21 & S-23, **REPLACE** with updated Rehabilitation Plans Sheets S-21 & S-23 included herein.

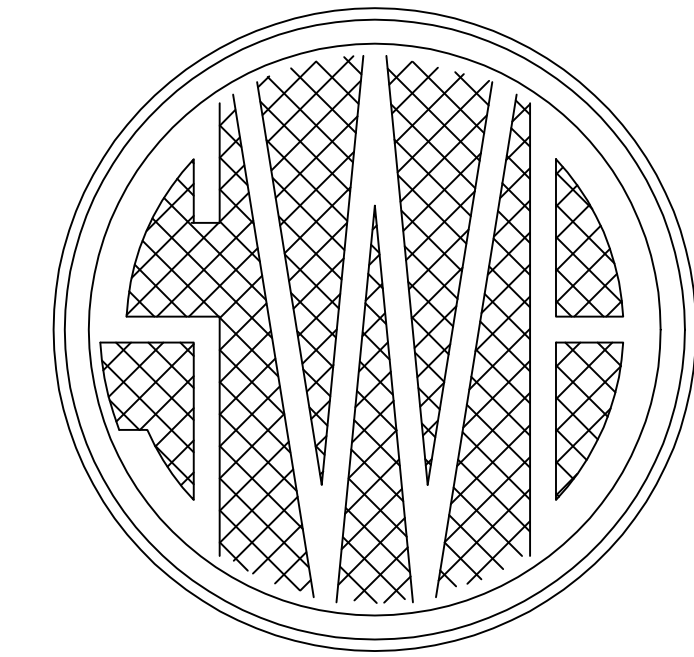
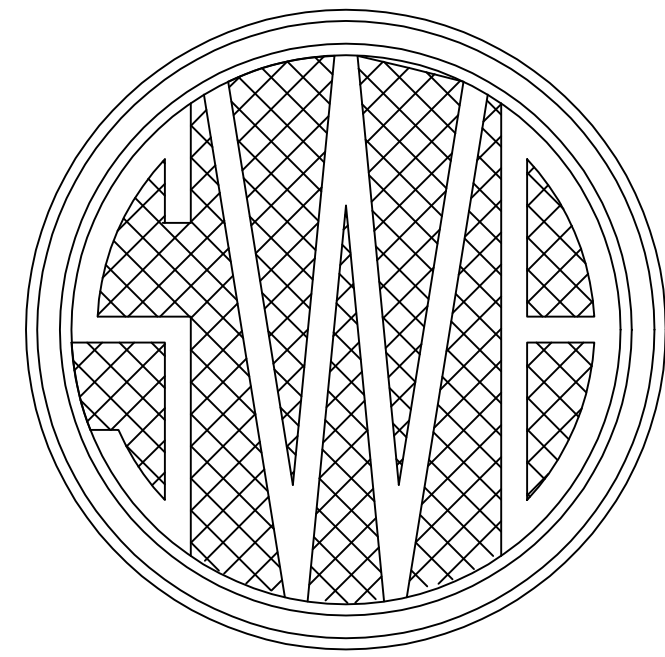
2. Revisions to Specifications Below
 - a. **Add** Corporate Resolution Form included herein.
 - b. **Add** Bidder's Organization Form included herein.
 - c. Section 005213 Contract, **REPLACE** with the updated version included herein.
 - d. Section 013513 Special Project Procedures for Consent Decree,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

This addendum consists of one (1) page, with sixteen (16) 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 ***

SEWERAGE AND WATER BOARD OF NEW ORLEANS



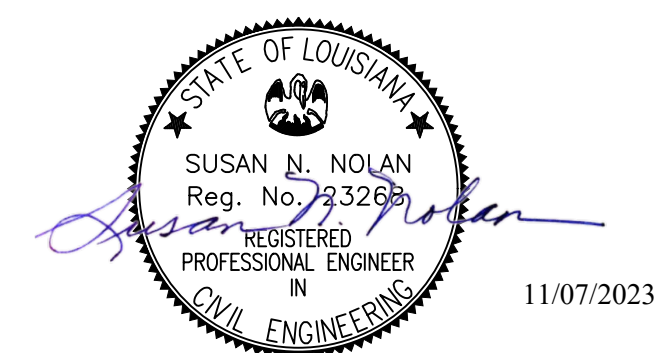
ENGINEERING DEPARTMENT

CONTRACT 30230 SEWER REHABILITATION NO.2 CARROLLTON BASIN

SHEET No.	TITLE	SHEET No.	TITLE
1	TITLE SHEET		
2	GENERAL NOTES		
3	REHABILITATION PLANS INDEX		
4	ESTIMATED BID QUANTITIES TABLE		
5	MANHOLE REHABILITATION MAP INDEX		
6 - 12	MANHOLE REHABILITATION MAPS		
13	MANHOLE REHABILITATION TABLE		
14	FIND AND FIX REHABILITATION MAP & TABLE		
15 - 32	SSERP REHABILITATION PLANS		
33	MILL & OVERLAY TYPICAL DETAIL		
34	MILL & OVERLAY SCHEDULE		
35 - 37	SSERP PROGRAM DETAILS		
17 SHEETS	DPW STANDARD DETAILS		

THIS ACKNOWLEDGES THAT THE ATTACHED DRAWINGS HAVE BEEN RECEIVED BY THE SEWERAGE & WATER BOARD OF NEW ORLEANS AND HEREBY FORWARDED FOR PROCUREMENT. THE SEWERAGE & WATER BOARD OF NEW ORLEANS DOES NOT RELEASE CONSULTANT/DESIGNER FROM ANY LEGAL LIABILITY THAT MAY ARISE FROM THE BOARD'S ACCEPTANCE OR USE OF THE ATTACHED DRAWINGS FOR THEIR INTENDED PURPOSE.

GENERAL SUPERINTENDENT



REV.	DATE	DESCRIPTION	BY
1	10/31/2023	Addendum 2	R.H.

**SEWERAGE AND WATER BOARD
OF NEW ORLEANS**

**CARROLLTON BASIN
NO.2 SEWER REHABILITATION
CONTRACT NO. 30230**

SEWER REHABILITATION

DR. R.H.	TITLE SHEET	
TRC. R.H.		
CK. S.N.		
AP. S.N.N.		
SCALE: NTS		
DATE: 10/31/2023	SET NO.	SHEET NO. 1 OF 37

REHABILITATION PLANS:

#	BLOCK NUMBER	BLOCK NAME	LINE SEGMENT	SHEET NUMBER	PROGRAM
1	7300	BURTHE	043-001/054-016	S15	SSERP
2	7300	FRERET	043-036/054-003	S15	SSERP
3	2200	LOWERLINE ST	046-014/046-013	S16	SSERP
4	7700	S CLAIBORNE AV	046-020/046-019	S16	SSERP
5	2200	LOWERLINE ST	046-025/046-024	S17	SSERP
6	7800	S CLAIBORNE AV	046-046/046-019	S17	SSERP
7	700	PINE	053-024/054-017	S18	SSERP
8	600	PINE	053-025/053-024	S18	SSERP
9	900	PINE	054-003/054-002	S19	SSERP
10	7200	BURTHE	054-016/054-013	S19	SSERP
11	7200	MAPLE	054-018/054-017	S20	SSERP
12	700	AUDUBON	054-021/054-020	S20	SSERP
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14	1300	PINE	055-024/055-029	S21	SSERP
15	7200	JEANNETTE	055-037/055-035	S22	SSERP
16	7100	BIRCH	056-002/056-001	S22	SSERP
17	7000	BIRCH ST	056-003/056-002	S23	SSERP
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19	7100	GREEN ST	056-004/056-007	S24	SSERP
20	7200	GREEN ST	056-009/056-007	S24	SSERP
21	7200	BIRCH	056-010/056-001	S25	SSERP
22	1800	PINE	056-011/056-009	S25	SSERP
23	7100	HICKORY	056-013/056-008	S26	SSERP
24	7000	COHN ST	056-022/056-021	S26	SSERP
25	7300	COHN	056-026/056-027	S27	SSERP
26	10	PINE	056-030/056-024	S27	SSERP
27	2000	AUDUBON	057-003/057-002	S28	SSERP
28	2200	AUDUBON ST	057-011/057-010	S28	SSERP
29	7000	S CLAIBORNE AVE	057-012/057-011	S29	SSERP
30	2200	BROADWAY ST	057-013/057-009	S29	SSERP
31	1900	PINE ST	057-015/056-028	S30	SSERP
32	7200	SPRUCE	057-015/057-001	S30	SSERP
33	2000	PINE	057-016/057-015	S31	SSERP
34	2100	PINE ST	057-020/057-018	S31	SSERP
35	2300	PINE ST	057-025/057-023	S32	SSERP
36	1	LAW RD	064-007/064-006	S32	SSERP



1	10/31/2023	Addendum 2	R.H.
REV.	DATE	DESCRIPTION	BY
SEWERAGE AND WATER BOARD OF NEW ORLEANS			
CARROLLTON BASIN NO.2 SEWER REHABILITATION CONTRACT NO. 30230			
SEWER REHABILITATION			
DR. R.H.	REHABILITATION PLANS INDEX		
TRC. R.H.			
CK. S.N.			
AP. S.N.N.	DWG. No. 8654 - S		
SCALE: NTS			
DATE: 10/31/2023	SET NO.	SHEET NO. 3 OF 37	

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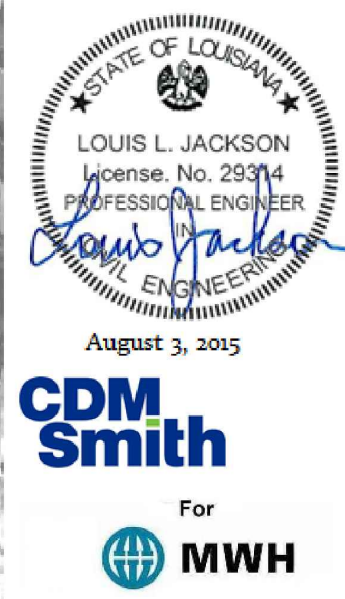


NOTE:
THE 1300 BLOCK OF PINE HAS ASPHALT COLD MILL AND OVERLAY REQUIREMENTS.
REFER TO SHEET S-33, DETAIL B FOR LIMITS OF M/O



CCTV INSPECTION DETAILS FROM SURVEY ON 12/29/2002
Street: "PINE" Size: 8 in. Material: "VC"
Up Depth: 8.00 ft. DN Depth: 39.00 ft. Length: 344 ft.

DETAIL	STATION	VIDEO CT.	CODE	DESCRIPTION
1	0.0 ft.	10037	UMH	MANHOLE
2	9.0 ft.	10234	CL	LONGITUDINAL CRACK
3	24.0 ft.	10303	CC	CIRCUMFERENTIAL CRACK
4	28.0 ft.	10314	JDM	DISPLACED JOINT MEDIUM
5	28.0 ft.	10314	FL	LONGITUDINAL FRACTURE
6	76.0 ft.	10450	CL	LONGITUDINAL CRACK
7	79.0 ft.	10622	CNA	ABANDONED CONNECTION
8	87.0 ft.	10545	FC	CIRCUMFERENTIAL FRACTURE
9	100.0 ft.	10614	IGJ	INFILTRATION GUSHER AT JOINT
10	114.0 ft.	10656	CN	CONNECTION
11	117.0 ft.	10711	CN	CONNECTION
12	136.0 ft.	10740	FC	CIRCUMFERENTIAL FRACTURE
13	138.0 ft.	10752	CC	CIRCUMFERENTIAL CRACK
14	156.0 ft.	10631	CN	CONNECTION
15	160.0 ft.	10649	CN	CONNECTION
16	174.0 ft.	10521	RTJ	TAP ROOTS AT JOINT
17	201.0 ft.	11013	CNX	DEFECTIVE CONNECTION
18	203.0 ft.	11033	CN	CONNECTION
19	203.0 ft.	11033	CNX	DEFECTIVE CONNECTION
20	243.0 ft.	11206	CN	CONNECTION
21	246.0 ft.	11216	CNM	MATERIAL INSIDE CONNECTION
22	282.0 ft.	11328	IR	INFILTRATION RUNNER
23	284.0 ft.	11327	FC	CIRCUMFERENTIAL FRACTURE
24	286.0 ft.	11339	CNX	DEFECTIVE CONNECTION
25	289.0 ft.	11356	CNA	ABANDONED CONNECTION
26	311.0 ft.	11436	FC	CIRCUMFERENTIAL FRACTURE
27	311.0 ft.	11436	JDM	DISPLACED JOINT MEDIUM
28	339.0 ft.	11639	FC	CIRCUMFERENTIAL FRACTURE
29	342.0 ft.	11652	DMH	DOWNSTREAM MANHOLE



Rehabilitation Plan Pipe from MH 055-024 to MH 055-029	

NOTES:
1) S&WB Electric Feeder No. 23 is located in Broadway and Plum St.
2) After all lining is completed, all active laterals shall be reinstated as directed by the Engineer.

SSERP SEWER REHABILITATION PINE ST (1300) NTS



SSERP ROADWAY RESTORATION PINE ST (1300) NTS

LEGEND

- REMOVAL AND REPLACEMENT OF CONCRETE PAVEMENT, SIDEWALK, OR ADA RAMP SWBND (TRIANG)
- REMOVAL AND REPLACEMENT OF ASPHALT ROADWAY SWBND (ANSI 131)
- REMOVAL AND REPLACEMENT OF ASPHALT/CONCRETE COMPOSITE ROADWAY SWBND (ANSI 131/TRIANG)
- COLD MILL/COLD PLANING AND PLACEMENT OF ASPHALT SURFACE COURSE SWBND (ANSI 133)
- REMOVAL AND REPLACEMENT OF BRICK PAVEMENT, SIDEWALK, OR ADA RAMP SWBND (BRICK)
- REMOVAL AND REPLACEMENT OF SOD SURFACE COURSES SWBND (GRASS)
- REMOVAL AND REPLACEMENT OF GRAVEL SURFACE COURSE SWBND (GRAVEL)
- REMOVE EXISTING PAVEMENT AND PLACE INTERIM ASPHALT
- REMOVAL AND REPLACEMENT OF CURB (ALL TYPES)

NOTE: CONTRACTOR TO FIELD VERIFY THE LOCATION AND DIRECTION OF ALL SERVICE CONNECTIONS.



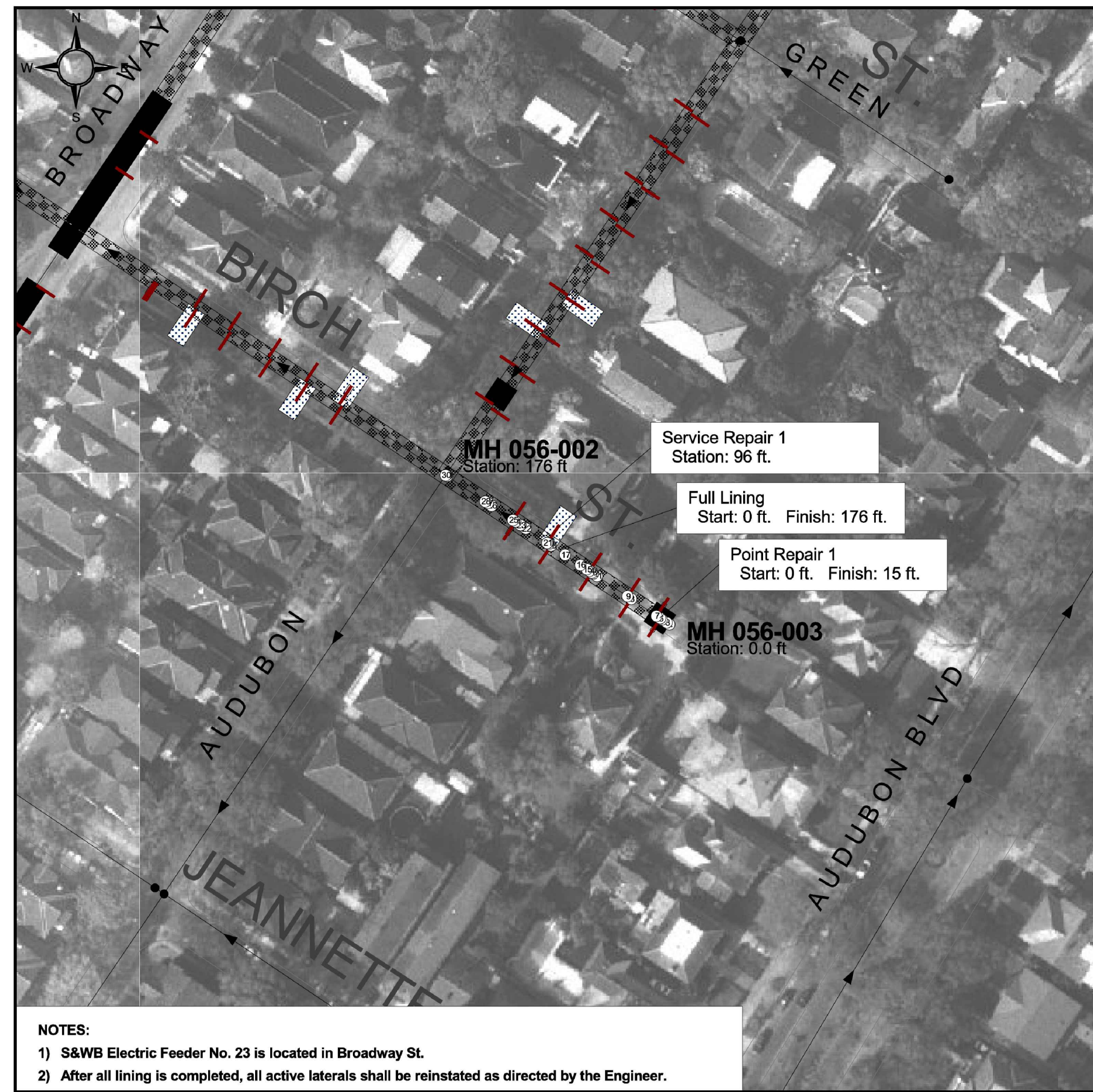
REV.	DATE	DESCRIPTION	BY

SEWERAGE AND WATER BOARD OF NEW ORLEANS

CARROLLTON BASIN NO. 2
SEWER REHABILITATION CONTRACT NO. 30230

1300 PINE ST

DR: HM	
TRC: HM	
CK: RS	
AP: RI	
SCALE: AS NOTED	DWG. No. 8654-S
DATE: 11-15-2022	SET NO. SHEET NO. S-21 OF S-37



NOTES:
 1) S&WB Electric Feeder No. 23 is located in Broadway St.
 2) After all lining is completed, all active laterals shall be reinstated as directed by the Engineer.

CCTV INSPECTION DETAILS FROM SURVEY ON 12/29/2002
 Street: BIRCH - Size: 8 in. Material: PVC
 Up Depth: 7.00 ft. Dn Depth: 7.00 ft. Length: 176 ft.

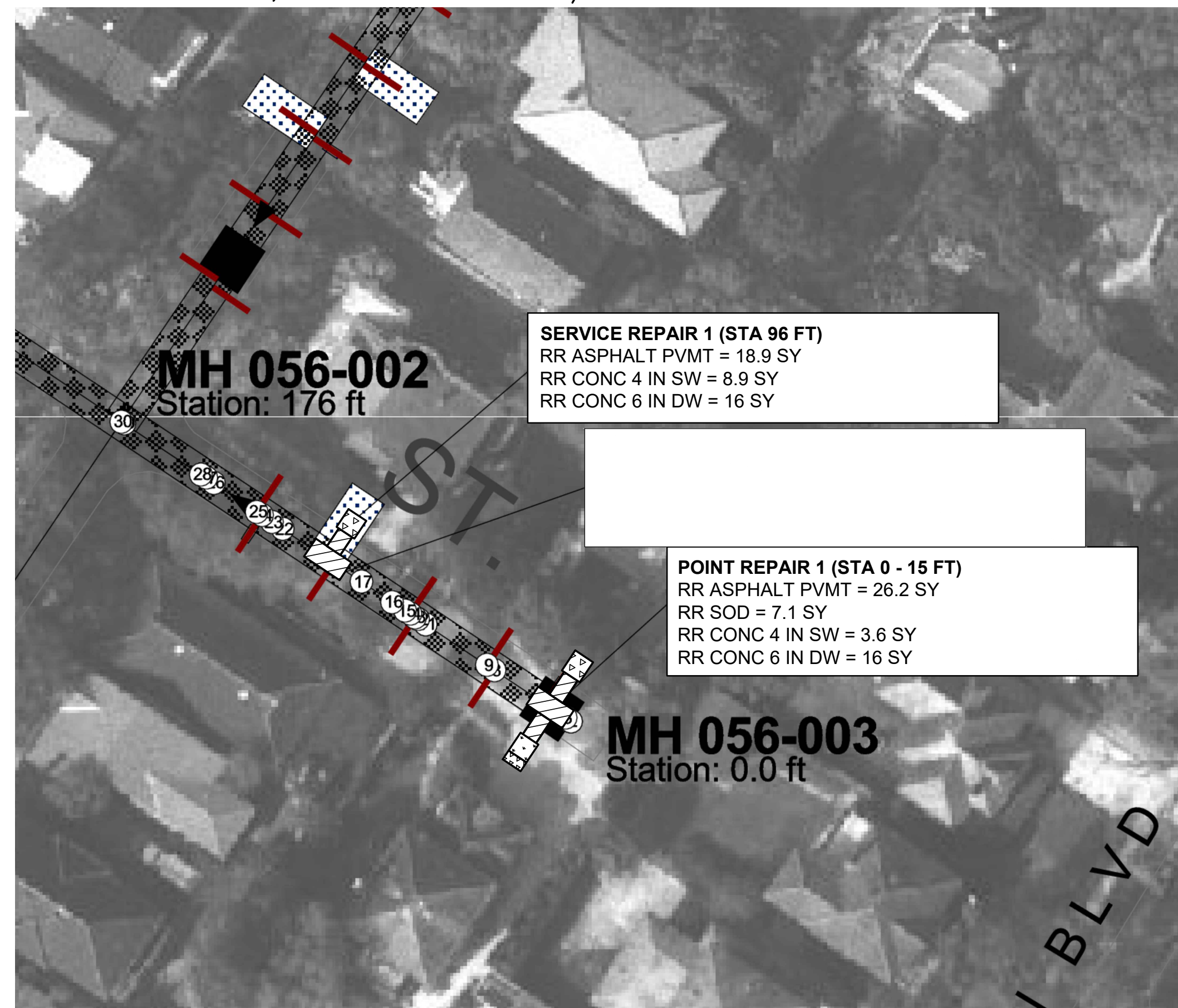
DETAIL	STATION	VIDEO CT.	CODE	DESCRIPTION
1	0.0 ft.	12320	R	Rever Setup Indicator
2	0.0 ft.	12320	DMH	MANHOLE
3	2.9 ft.	13327	COH	CORROSION HEAVY
4	6.0 ft.	13327	JDL	DISPLACED JOINT LARGE
5	7.0 ft.	13317	FL	LONGITUDINAL FRACTURE
6	7.0 ft.	13312	CNO	OFFSET CONNECTION
7	10.0 ft.	13255	CNO	OFFSET CONNECTION
8	30.0 ft.	13156	CNA	ABANDONED CONNECTION
9	33.0 ft.	13148	CNA	ABANDONED CONNECTION
10	57.0 ft.	13021	CL	LONGITUDINAL CRACK
11	57.0 ft.	13021	CL	LONGITUDINAL CRACK
12	60.0 ft.	13015	CL	LONGITUDINAL CRACK
13	61.0 ft.	13010	CNA	ABANDONED CONNECTION
14	63.0 ft.	12959	CNA	ABANDONED CONNECTION
15	66.0 ft.	12955	CC	CIRCUMFERENTIAL CRACK
16	70.0 ft.	12945	CL	LONGITUDINAL CRACK
17	82.0 ft.	12914	CL	LONGITUDINAL CRACK
18	93.0 ft.	12828	CNA	ABANDONED CONNECTION
19	96.0 ft.	12820	CC	CIRCUMFERENTIAL CRACK
20	96.0 ft.	12814	CN	CONNECTION
21	96.0 ft.	12814	CNK	DEFECTIVE CONNECTION
22	113.0 ft.	12755	CC	CIRCUMFERENTIAL CRACK
23	117.0 ft.	12736	CM	MULTIPLE CRACKS
24	121.0 ft.	12717	CN	CONNECTION
25	123.0 ft.	12705	CNA	ABANDONED CONNECTION
26	140.0 ft.	12632	CL	LONGITUDINAL CRACK
27	143.0 ft.	12627	CL	LONGITUDINAL CRACK
28	146.0 ft.	12413	SG.S1	LINE SAGS
29	175.0 ft.	12624	SG.F1	LINE SAGS
30	176.0 ft.	12330	DMH	DOWNSTREAM MANHOLE

STATE OF LOUISIANA
 LOUIS L. JACKSON
 License No. 29374
 PROFESSIONAL ENGINEER
Louis Jackson
 August 3, 2015
 CDM Smith
 For MWH

Rehabilitation Plan
Pipe from MH 056-003 to MH 056-002

SSERP SEWER REHABILITATION BIRCH ST (7000) NTS

NOTE:
 THE 7000 BLOCK OF BIRCH HAS ASPHALT COLD MILL AND OVERLAY REQUIREMENTS.
 REFER TO SHEET S-33, DETAIL B FOR LIMITS OF M/O



STATE OF LOUISIANA
 RICHAN ISM
 License No. 99882
Richan Ism
 PROFESSIONAL ENGINEER
 11/07/2023

SSERP ROADWAY RESTORATION BIRCH ST (7000) NTS

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LEGEND

- REMOVAL AND REPLACEMENT OF CONCRETE PAVEMENT, SIDEWALK, OR ADA RAMP SWBND (TRIANG)
- REMOVAL AND REPLACEMENT OF ASPHALT ROADWAY SWBND (ANSI 131)
- REMOVAL AND REPLACEMENT OF ASPHALT/CONCRETE COMPOSITE ROADWAY SWBND (ANSI 131/TRIANG)
- COLD MILL/COLD PLANING AND PLACEMENT OF ASPHALT SURFACE COURSE SWBND (ANSI 133)
- REMOVAL AND REPLACEMENT OF BRICK PAVEMENT, SIDEWALK, OR ADA RAMP SWBND (BRICK)
- REMOVAL AND REPLACEMENT OF SOD SURFACE COURSE SWBND (GRASS)
- REMOVAL AND REPLACEMENT OF GRAVEL SURFACE COURSE SWBND (GRAVEL)
- REMOVE EXISTING PAVEMENT AND PLACE INTERIM ASPHALT
- REMOVAL AND REPLACEMENT OF CURB (ALL TYPES)

NOTE: CONTRACTOR TO FIELD VERIFY THE LOCATION AND DIRECTION OF ALL SERVICE CONNECTIONS.

ILSI ENGINEERING INTEGRATED LOGISTICAL SUPPORT, INC.
 5130 TCHOUPITOUAS ST, NEW ORLEANS, LA 70115

REV.	DATE	DESCRIPTION	BY
SEWERAGE AND WATER BOARD OF NEW ORLEANS			
CARROLLTON BASIN NO. 2 SEWER REHABILITATION CONTRACT NO. 30230			
7000 BIRCH ST			
DR. HM			
TRC. HM			
CK. RS			
AP. RI			
SCALE: AS NOTED			
DATE: 11-15-2022	SET NO.	DWG. No. 8654-S	SHEET NO. S-23 OF S-37

ATTACHMENT
CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this _____ day _____, 20 ____ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Sewerage and Water Board of New Orleans (“SWBNO”).

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of SWBNO, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____ 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____

SECRETARY

**ATTACHMENT
BIDDER'S ORGANIZATION**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Corporation Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF PROPOSAL IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH PROPOSAL.

CONTRACT

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

1. WORK.

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

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

2. THE PROJECT.

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

2.1.1. **Contract 30230 Carrollton Basin No. 2 Sewer Rehabilitation**

3. ENGINEER.

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

4. CONTRACT TIMES.

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

4.2. Days to Achieve Substantial Completion and Final Payment:

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

4.3. Liquidated Damages: \$2,000.

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

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

4.4. Night, Weekend, or Holiday Work:

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

5. CONTRACT PRICE.

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

6. PAYMENT PROCEDURES.

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

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

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

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

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

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

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

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

6.3. Final Payment:

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

7. CONTRACTOR'S REPRESENTATIONS.

7.1. Contractor makes the following representations:

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

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

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

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

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

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

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

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

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

8. CONTRACT DOCUMENTS.

8.1. Contents:

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

8.1.1.1. This Contract

8.1.1.2. Payment and Performance Bond:

8.1.1.3. General Conditions:

8.1.1.4. Supplementary Conditions:

8.1.1.5. Specifications as listed in the table of contents:

8.1.1.6. Drawings consisting of **37** sheets with each sheet bearing the

following general title: “**Sewer Rehabilitation No. 2 Carrollton Basin**”

8.1.1.7. Addenda: _____

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

8.1.2.1. Contractor’s Bid

8.1.2.2 Contractor’s Insurance Certificates

8.1.2.3 Contractor’s Corporate Resolution

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

8.1.3.1. Notice to Proceed

8.1.3.2. Work Change Directives

8.1.3.3. Change Order(s)

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

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

9. MISCELLANEOUS.

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

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

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

9.4. Assignment of Contract:

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

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

9.5. Contractor's Certifications:

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

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

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

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

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

10. Force Majeure:

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

11. Jurisdiction & Venue:

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

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

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

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

SEWERAGE AND WATER BOARD OF NEW ORLEANS

BY: _____
GHASSAN KORBAN, EXECUTIVE DIRECTOR

WITNESSES:

Print: _____

Print: _____

NOTARY PUBLIC

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

_____ day of _____, 2023.

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

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

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

(COMPANY'S NAME)
LOUISIANA LICENSE NO. _____

BY: _____
TITLE: _____

WITNESSES:

Print: _____

Print: _____

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

ON _____

N.A. # _____

INSTR.# _____

[END OF SECTION]

SECTION 013513 - SPECIAL PROJECT PROCEDURES FOR CONSENT DECREE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 CONTRACTOR REQUIREMENTS

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

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

D. Milestone Schedule:

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

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

1.4 PENALTIES

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 013513