

INVITATION TO BID

Fire Hydrants

Solicitation # 2025-SWB-25



Bid Due Date: May 21, 2025

Bid Due Time: 11:00 AM CST

Sewerage and Water Board of New Orleans

Invitation to Bid

2025-SWB-25

Fire Hydrants

The Sewerage and Water Board of New Orleans (Board) is soliciting bids from companies to supply Fire Hydrants.

Invitation to Bid (ITB) will be available **April 28, 2025** for download at the following websites:

Board: https://www2.swbno.org/business_bidspecifications.asp

LAPAC: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=181>

Fax and email submission will not be accepted.

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department by **May 21, 2025 at 11:00 AM**. (Central Time). For submission instructions, see bid documents.

Bids will be publicly opened on **May 21, 2025 at 11:30 AM** (Central Time) in the Procurement Conference Room, Rm 131, located at 625 St. Joseph St., New Orleans, Louisiana 70165.

LATE BIDS WILL NOT BE ACCEPTED.

Sewerage and Water Board of New Orleans
Invitation to Bid
Fire Hydrants

Bidder's Information

1. Point of Contact/ Inquiries/ Requests for Information:

The point of contact for this ITB is Connor Metcalf. All correspondence and other communications regarding this ITB shall be directed to Connor Metcalf, Procurement Analyst, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165.

Inquiries and/or Requests for Information are due to the Board's Procurement Department via email to cmetcalf@swbno.org no later than timeline stated in the **Anticipated Bid Timetable** below. Any request received after that time may not be reviewed for inclusion in this ITB. The request shall contain the requester's name, address, and telephone number.

The Procurement Department will issue a response to any inquiry if it deems it necessary, by written addendum to the ITB, posted on Board's website, and issued prior to the ITB's Delivery Deadline. The Bidders shall not rely on any representation, statement, or explanation other than those made in this ITB or in any addenda issued. Where there appears to be a conflict between this ITB and any addendum issued, the last addendum issued will prevail.

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department as stated in the **Anticipated Bid Timetable**.

2. Submission Instructions:

Ways to submit a bid:

Hard Copy Submission:

- (1) Signed hardcopy of the bid in a sealed envelope

Mark the front envelope with the following:

Solicitation # 2025-SWB-25 Fire Hydrants

Company Name

Company Address

Company Contact Name, Phone Number, and Email Address

Address envelope to:

Sewerage and Water Board of New Orleans

Attn: Connor Metcalf

625 St. Joseph St. Rm 133

New Orleans, LA 70165

Fax and email submission will not be accepted.

3. **Mail or courier specifications:**

Bidder remains responsible for ensuring that the bid is delivered prior to the submission deadline with a proof of delivery. Failure to meet the submission deadline, irrespective of the mode of delivery, shall result in the rejection of the bid.

- Bid documents should be contained in a sealed envelope and be placed in the shipping envelope or box. If the mailed bid is not contained in a separate sealed envelope, the bidder takes the risk that the envelope may be inadvertently opened and the information compromised.
- Please add the Procurement Analyst's name in the Attention Line of the shipping label to ensure proper delivery.

4. **Bid Opening**

Bids will be received by the Sewerage and Water Board of New Orleans Procurement Department as stated in the **Anticipated Bid Timetable**.

Bids will be publicly opened in the Procurement Conference Room, Rm 131, located at 625 St. Joseph St., New Orleans, Louisiana 70165 or if you are unable to attend this in-person meeting, you can also join via teleconference call:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 261 095 722 198 8

Passcode: W2jc2cK2

Dial in by phone

[+1 504-224-8698,,391624223#](#) United States, New Orleans

Phone conference ID: 391 624 223#

5. **Anticipated Bid Timetable**

The Board will make every effort to administer the ITB process in accordance with the terms and dates discussed in this solicitation. However, the Board reserves the right to modify the ITB process and dates as deemed necessary at its sole discretion. The Procurement Department will a written addendum to the ITB should there be any changes.

Event	Date	Local
ITB Release	April 28, 2025	
Bidders' Written Questions Deadline	May 9, 2025	5:00 PM
Responses to Questions	May 14, 2025	
Bid Due Date and Time	May 21, 2025	11:00 AM
Bid Opening	March 21, 2025	11:30 AM
Award of Contract	TBD	TBD

6. Changes, Addenda, or Withdrawal of Bids Before Deadline:

Any changes or addenda to a bid must be submitted in writing, signed by the authorized representative, cross-referenced clearly to the relevant bid section, and received by the Board's Procurement Department prior to the bid due date and time. Changes and addenda must meet all requirements for the bid. Any Bidder choosing to withdraw must submit a written withdrawal request to the Board's Procurement Department prior to the bid due date and time.

7. Prohibition on Communication:

From the time of advertising, and until the final award, there is a prohibition on communication by any Bidder (or anyone on their behalf) with the Board staff. Breaking the established prohibition on communication may result in a disqualification of the bid.

The point of contact for this ITB is Connor Metcalf. All correspondence and other communications regarding this ITB shall be directed to Connor Metcalf, Procurement Analyst, Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Room 133, New Orleans, Louisiana 70165.

8. Economically Disadvantaged Business Program

It is the policy of the Board to encourage all vendors/contractors to identify and use S&WB certified DBE vendors to the fullest extent possible, even when a definitive DBE participation goal has not been established by the Board for a specific contract.

Contractor agrees to use its best efforts to carry out this policy by utilizing the current listings of approved DBE vendors available at the Board's website at https://www.swbno.org/business_disadvantagedbusinessprogram.asp.

9. Bidders must complete all required attachments. Failure to complete and submit the required documents and attachments shall result in your bid being deemed non-responsive.

NOTE: BIDS ON FORMS OTHER THAN THOSE PROVIDED WILL NOT BE CONSIDERED.

10. All bids must be received by the Board on or before the Delivery Deadline. Bids delivered after the said deadline shall be rejected.
11. The naming of a certain brand, make, or manufacturer, or definite specifications is used only to denote the quality standard of product desired and that the bidder is not restricted to a specific brand, make, manufacturer or specification named but that the brand, make, manufacturer or definite specification is used only to set forth and convey to prospective bidders the general style, type, character, and quality of product desired and that equivalent products will be acceptable.

NOTE: ITEMS WILL BE ORDERED ON AN AS NEEDED BASIS ONLY.

12. Prices bid in the submission must be written or typed legibly. Erasures or other changes in the Bid Prices must be initialed by the Bidder.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.

13. Discrepancies between the indicated product of any row of figures on the Bid Form and the correct product will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
14. Submissions from any person, firm or corporation in default upon any contract with the Board will neither be received nor considered.
15. **Any bid which does not fully comply with all the provisions of the “Bidder’s Instructions” and the “Specifications” will be deemed non-responsive.**
16. If a Bidder withdraws their bid after the bid due date and time and/or the bid opening time, the withdrawing Bidder will be prohibited from resubmitting for this ITB in accordance with La. R.S. 38:2214(D)(1).
17. The Contract may be awarded to a single bidder or to separate bidders whichever should appear to the best interest of the Board. If two or more bids are received, equal in amount and lower than any other bid, the Board reserves the right to evaluate the bids and to decide which bid will be accepted. All other conditions being equal, preference will be given in accordance with La. R.S. 38:2184.
18. The Board reserves the right to reject any and all bids or proposals for just cause.
19. All bid pricing shall remain firm for a period of ninety (90) days after the date of bid opening.

20. Awards

The Board specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, and to accept the bid which is in the best interest of the Board, and to reject all proposals if that is in the best interest of the Board.

21. Objection of Recommendation/Award

Any formal protest against the recommendation of award 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 the Board's Policy 83(R): Procedural Rules for Bid Appeals.

22. Tabulations

To view unofficial bid tabulations after the bids have opened, please visit the Board website under Doing Business – Bids – Tabulations

https://www2.swbno.org/business_bidtabulations.asp

23. Ownership:

All bids to this ITB are the property of the Board for all purposes. Bidders must clearly mark individual documents or information that the applicant claims are exempt from public record disclosure and specifically justify the exemption. The Board does not guarantee the confidentiality of submissions.

24. Effect:

This ITB and any related discussions, evaluations, qualifications, or resulting solicitations by the Board or any person on its behalf create no rights or obligations whatsoever except as provided in this ITB. The Board may cancel or modify this ITB or any resulting solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, any professional services agreement executed by the Board will be issued the exclusive statement of rights and obligations extending from this solicitation.

25. Errors or Omissions:

The Board will not be liable for any error in any bid. Bidder will not be allowed to alter bid documents after the deadline for bid submission, except under the following condition: The Board reserves the right to make corrections or clarifications due to patent errors identified in bids by the Board or the Bidder. The Board, at its option, has the right to require clarification or additional information from the Bidder.

26. Cost of Preparation:

The Board is not liable for any costs incurred by prospective Bidders or Contractors prior to issuance of or entering a Contract. Costs associated with developing the bid, and any other

expenses incurred by the Bidder in responding to the ITB are entirely the responsibility of the Bidder and shall not be reimbursed in any manner by the Board.

28. Public Records Requests

To request a public record for the proposal documents, please submit to the following website: <https://swbno.nextrequest.com/>

Specifications

1. **Beginning Dates of Contract and Shipments**

The initial contract period will begin on the date the contract is signed by the Board and will cover the requirements of the two (2) years. The contractor shall be prepared to begin shipments per the shipment delivery requirements in these specifications immediately upon execution of the contract.

The quantity listed is an estimate. In the event a greater or lesser quantity is needed, the Board reserves the right to increase or decrease quantity as needed.

2. **Length of Contract Term**

The unit prices shall cover the requirements of the Board for a period of two (2) years, with two (2) one-year renewal options. If requested by the Contractor and approved by the Board.

Upon the expiration of the initial contract term or any contract extension, the Contractor will continue to supply the product or services under the same terms and conditions on a month to month basis, for a maximum of three (3) months, until receiving a 30-day written notice of termination.

3. **Contract Renewal Option**

Between ninety (90) and one hundred twenty (120) days prior to the end of the initial contract period, the Contractor shall submit in writing to the Board (to the address specified in Paragraph 1, herein) stating their intent to renew (or not to renew) the contract with all terms, conditions, and prices of the original contract. Upon receiving and evaluating any proposals for contract renewal, the Board will have the option to accept this proposal for the additional renewal term(s), or to reject this proposal and open the contract for public bid if doing so would be in the best interest of the Board.

4. **Price Adjustments:**

Contract prices are to remain firm through the effective dates of the contract. The Contractor may request a price adjustment, in writing, between ninety (90) and one hundred twenty (120) days prior to the contract renewal date with the Contractor's proposal stating his intent to renew the contract. If the Contractor does not request a price adjustment between 90 and 120 days prior to the contract renewal date with the Contractor's proposal to renew the contract, no price adjustment will be made. All price adjustments must be approved by the Board's Procurement Department prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the Board.

Price adjustments will be made in accordance with the percentage change in the U.S. Bureau of Labor Statistics Producer Price Index (PPI) for the commodity associated with the product or other industry recognized, mutually agreed upon index. The percentage difference between the PPI issued for the contract's effective month and year, and the PPI issued for the month prior to the request will determine the maximum allowable adjustment of original contract prices. Only final PPI data will be used to adjust contract pricing. No retroactive

contract price adjustment will be allowed. The Board may request decrease of prices under the same terms and conditions.

5. Non-Exclusivity

In cases when the lowest bidder cannot supply the “Fire Hydrants” in a timely manner or in emergency cases when immediate delivery is needed, the Board reserves the right to purchase the “Fire Hydrants” from another supplier with availability at their price quoted in this proposal, without the need of obtaining any further pricing.

SECTION (1) – SPECIAL PROVISIONS

SECTION (2) – TECHNICAL SPECIFICATIONS

SECTION (3) – FORM OF PROPOSAL

SECTION (1)

SPECIAL PROVISIONS

2-01 SCOPE

The work to be accomplished under this contract embodies the furnishing and delivering of all Fire Hydrants specified herein as shown on the accompanying drawings.

2-02 SCHEDULE OF DRAWINGS

The drawings listed below are included in, but not bound with the Contract Documents, together with any special details referred to in these Special Specifications:

Drawing Numbers 11648-W-62 and 11637-W-62: Furnishing Sewerage and Water Board Standard 4" & 5" Fire Hydrants with Anti-Tampering Devices.

2-03 CONFLICT BETWEEN GENERAL SPECIFICATIONS, SPECIAL SPECIFICATIONS, AND DRAWINGS

- a. In case of conflict between the drawings and the general and/or special specifications, the Sewerage and Water Board shall be the sole authority in determining which of the two shall take precedence in the contract documents. Such conflict shall not be a basis for extra expense to the Sewerage and Water Board.
- b. Where conflict exists between the general specifications and the special specifications, the provisions of the special specifications shall govern.
- c. In all cases where the general specifications are not directly contradicted by the special specifications, the general specifications shall have full force and effect; nor shall the fact that certain clauses of the general specifications refer to operations not constituting part of the work of this contract be construed as in any way weakening the binding force of the remaining clauses in the specifications.

2-04 EXTENT OF WORK

The work to be done under this contract consists of furnishing and delivering all labor, supervision, materials, equipment, tools, supplies, travel, utilities, and services necessary for performing all work as called for and shown in these Contract Documents.

2-05 BID PRICE

- a. The bid price for this contract shall be by item, F.O.B., New Orleans destinations given in Bid Form attached to this document.
- b. The bid price shall be held firm for a minimum of one hundred and twenty (120) days after bids are taken or until signing of contract, whichever occurs first.
- c. The bidder shall include in his bid price the price for the McGard Anti-Tampering Device by item.

2-06 COMMENCEMENT AND COMPLETION OF WORK

Work shall commence upon issuing of "Purchase Order" by the Board. The effective date of commencement will be the same day the "Purchase Order" is issued. Materials, machinery, and equipment ordered by the Contractor prior to that date will be at their own risk and the Board has no obligation concerning them whatsoever. The contract shall be completed in every respect within the specified time after the date of the "Purchase Order".

2-07 TIME FOR COMPLETION

- a. The "Test" hydrants shall be completed and delivered to the place of destination within (60) calendar days of the date of the "Work Order". All test hydrants shall be delivered in one single shipment; no partial delivery of "Test" hydrants will be accepted. The "Test" hydrant process may be waived at the discretion of the SWBNO Engineer.
- b. The remaining hydrants shall be completed and delivered to the place of destination during the specified schedule of delivery.
- c. Waiving of the "Test" hydrant process of this contract will constitute the delivery start date at ninety(90) calendar days from the date of the "Work Order".

2-8 LIQUIDATED DAMAGES

- a. Should the Contractor fail to start or complete all work within the times specified, he shall pay to the Sewerage and Water Board the sum of five hundred dollars (\$500.00) liquidated damages for each calendar day beyond the specified start or delivery dates.
- b. The Board shall retain the amount of such damages from any money due or to become due the Contractor under this contract without the necessity of the Sewerage and Water Board putting the Contractor or their Surety, either or both, in default.

2-9 ACCEPTANCE OF TEST HYDRANTS

Acceptance or rejection by the Board's inspector of the initial "Test" hydrants will be made within sixty (60) days after arrival at the point of delivery. The S&WB reserves the right to waive this process in lieu of Contractor testing approved by S&WB Engineer.

2-10 WARRANTY

The Contractor shall warrant to the Sewerage and Water Board that the equipment furnished and delivered under this contract shall contain no defective material, workmanship or title, and shall be of the kind and quality described in these Special Specifications. Any defects appearing within one (1) year of the acceptance of the equipment shall be corrected by the Contractor at no cost to the Sewerage and Water Board.

2-11 DELIVERY

- a. All deliveries shall be on open flatbed trucks so that equipment can be unloaded by overhead cranes or forklifts used by Board. Seventy-two (72) hours advanced notice of arrival must be rendered by notifying the Warehouse Manager (Tel: 504-432-4125) so that unloading may be arranged without inconvenience to either the Board or the carrier. Arrangements shall be made for pickup and delivery before noon on a regular workday. Deliveries attempted without proper advance notice or on other than flatbed trucks will

be refused, and any additional storage or delivery charges shall be the responsibility of the Contractor. All freight and insurance charges shall be included in the Bid Price. Risk of loss due to damage of any kind shall be borne by the Contractor until receipt and unloading by the Sewerage and Water Board.

- b. All components shall be adequately secured and bolted or otherwise made fast to prevent movement and damages during shipment.
- c. Special notice is hereby given to all Contractors that the terms stipulated in Paragraph (a) above will be strictly interpreted and rigidly enforced.
- d. See Paragraph (2-24) for Points of Delivery.
- e. Deliveries are preferred to be shipments of no more than 200 hydrants each so that the unloading can be arranged with no inconvenience to the Board and/or carrier. Deliveries of more than 200 hydrants per day will be allowed with prior logistic coordination.
- f. Bidder shall stipulate earliest possible shipment date, from date of contract order "Work Order", in space provided for that purpose headed "Time of Shipment". All late deliveries shall be subject to cancellation by the Board and continued late deliveries may result in cancellation of contract.

2-12 STAGGERED DELIVERY OF HYDRANTS

The board shall require the contractor to stagger delivery of the fire hydrants with complete delivery of all hydrants not to exceed 900 calendar days after approval of the "test hydrants" or the waiving of the "test hydrants" procedure.

- a.) All 4" hydrants, item nos. 1, 2, 3, 7, 8 and 9 shall be delivered within 90 days after approval of the "test hydrants" or issuance of the "Work Order" if test hydrant procedure is waived.
- b.) All 5" hydrants, item nos. 4, 5, 6, 10, 11 and 12 shall be delivered within 90 days after approval of the "test hydrants" or issuance of the "Work Order" if test hydrant procedure is waived.
- c.) All elbows item nos. 13 and 14 shall be delivered within 90 days after issuance of the "Work Order".

2-13 ACCESS TO SEWERAGE AND WATER BOARD

The Sewerage and Water Board requires that free access be given to its representative for checking any phase of the production of the equipment. The manufacturer shall provide accurate production and assembly reports so as to enable the Sewerage and Water Board to witness same if so desired.

2-14 PRIOR APPROVAL NOT ENTERTAINED

All bids must be based upon the specified items. If the Contractor wishes to substitute or deviate from hydrant tolerances called for on S&WB drawings, he shall be responsible for the substitution's equality to the item(s) specified. The Board reserves the right to evaluate the equality of the substitute item(s) and give final decision of item(s) true equality before bid opening.

2-15 PAYMENT

- 1. For each delivery the Contractor must submit a delivery ticket showing the purchase order number, delivery date, quantity, delivery ticket number and delivery point.

2. Invoice shall be submitted by the Contractor to the Sewerage and Water Board that shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price and delivery point. A separate invoice for each order delivered and accepted shall be submitted in duplicate directly to vendoringvoices@swbno.org.

SECTION (2)

TECHNICAL SPECIFICATIONS

2-16 GENERAL

a. Scope

1. The work to be performed under these Contract Documents is to cast, machine, assemble, paint, test, crate and deliver complete in every detail all fire hydrants specified in the proposal section of this contract.

2. The Contractor, as part of this contract work, shall furnish one (1) completely assembled and painted "Test" fire hydrant of each size and trench depth to the Board for test and inspection and once the Board approves these hydrants, the Contractor shall begin fabrication of the remainder. The S&WB reserves the right to waive this process in lieu of Contractor testing approved by S&WB Engineer.

b. Material of Construction: All iron parts shall be made of high strength gray iron conforming to specification A126-84, Class B, of the American Society for Testing and Materials. All non-corrodible metal parts shall be made out of either copper alloys conforming to AWWA Standard C502-85 requirements or stainless steel as specified herein. Gaskets shall be die-cut.

c. The fire hydrant shall be furnished in strict accordance with AWWA Standard C502-94, "Standard for Dry-Barrel Fire Hydrants".

d. The Engineer shall have the right of access at all times, to all work of this Purchase Order, at the Contractor's shop or work site. The acceptance of any material by the Engineer shall not prevent subsequent rejection if such material or member is later found to be defective.

e. All threads shall be regular right-hand Class (2) threads except as shown on the drawings otherwise.

f. Galvanizing shall be hot dipped and done after fabrication in accordance with ASTM A527-85.

g. The contractor shall install the Mc Gard Anti-Tampering device to the precise specifications of the manufacturer.

2-17 IRON CASTING

a. Material shall be cast iron and conforming to the requirements of ASTM A126-84, "Specifications for Gray Iron Castings for Valves, Flanges, and Pipe Fittings", Class (B) Cast Iron.

b. All castings shall be of the highest quality, made in a workmanlike manner, and shall be free from porous portions, adhering sand or other foreign intrusions, blow holes, shrinkage, hot tears, and visual cracks.

Warped or otherwise distorted castings or casting that are oversized to such an extent as to interfere with proper fit with other parts of the machinery assembly or interfere with proper water passage will be rejected. The structure of the metal in the castings shall be dense, homogeneous and free from excessive nonmetallic inclusions. Excessive segregation of impurities at critical points in a casting shall be a cause for its rejection.

- c. Metals used for casting shall be tested in accordance with the respective ASTM Standards and the certified test report shall be furnished to the Board for approval. The test report shall contain the results of the actual chemical analysis and tension tests required by ASTM A126-84.
- d. The casting shall be examined for surface and near-surface discontinuities by visual inspection.
- e. Repairs, however minor, shall not be made without the knowledge, and approval of the Engineer. Only castings with minor imperfections will be allowable for repairs. Castings with other than allowable defects or imperfections may be repaired, upon prior inspection and approval, by welding in the "Green". Imperfections will be considered allowable when the depth of the cavity or groove, prepared for welding is not greater than thirty (30) percent of the actual wall thickness, but in no case greater than one inch (1").

Welding and repair on castings, when specifically approved by the Engineer, shall be done in such a manner so as to prevent distortion or further damage to the castings. Repairs shall be made using an approved welding procedure and qualified welders. All welds shall be inspected to the same quality standards as were used to inspect castings.

2-18 BRONZE CASTINGS

- a. Bronze shall conform to the requirements of ASTM B584-87, Standard Specifications for "Copper Alloy Sand Castings for General Applications", alloy UNS-C90500, (previous designation B143-1A "G" Bronze), or alloy UNS-C83600, (85-5-5-5).
- b. Metals used for bronze castings shall be tested in accordance with respective ASTM Standards and certified test report shall be furnished to the Board for approval. The test report shall contain the results of the actual chemical and tension tests required by ASTM B584-87, tables (2) and (3) respectively. The test bar shall be the standard round tension test specimen with 2-inch gage length in accordance with the requirements of ASTM B208-82, Fig. (5).
- c. The castings shall be examined for surface discontinuities by visual inspection. The joints shall be ground smooth.
- d. Repairs shall be as specified in Paragraph 19.24(e) of these Special Specifications.

2-19 MACHINE WORK

- a. GENERAL: In general, tolerances for machine-finished surfaces designated by non-decimal dimensions shall be within (1/64) inch. All other machined surfaces designated by decimal dimension shall be within a tolerance of +0.002" or as shown on the drawings. Surface machine-finishing shall be done on every surface as shown on the drawings.
- b. All finished, contact, mating or bearing surfaces shall be true and exact to insure full contact of mating pieces. All surfaces shall receive the proper surface finish according to the American National Standard Institute of "Surface Texture" (B46.1-1978), to ensure proper operations when assembled.
- c. All parts shall be carefully and accurately machined and all like pieces shall be interchangeable. All drill holes for bolts shall be accurately located and drilled from templates.
- d. Finished Surfaces: Where finished surfaces are required or indicated on the drawings, the type of finish, when not otherwise specified, shall be that type as defined below which is most suitable for the application. The types of finishes which may be specified or required are defined as follows:
 - 1. ROUGH FINISH: A "rough finish" shall result in a surface in which pronounced tool marks will be allowed and slight depressions not affecting the strength or utility of the piece will not be cause for rejection. A "rough finish" will, in general, be required, on surfaces, which are to be machined to dimensions where liberal tolerances will be permitted.

2. **AVERAGE FINISH:** An "average finish" shall result in a surface which is true to the dimension required, and will, in general, be required for stationary mating surfaces where reasonable accurate positioning of the members or a moderately tight joint is desired.

3. **SMOOTH FINISH:** A "smooth finish" shall result in a surface, which is practically free of tool marks. Pronounced tool marks or other surface defects will not be allowed and will be caused for rejection. A "smooth finish" will, in general, be required on surfaces in sliding or rotating contact when motion is slow, and loads are light.

4. **FINE FINISH:** A "fine finish" surface shall be one in which close dimensional tolerances are required and held, and will, in general, be required on surfaces in sliding or rotating contact when loads and speeds are moderate.

5. **POLISH FINISH:** Where a "polish finish" is specified, the member shall present a very smooth surface such as may be produced by very fine surface or cylindrical grinding, smooth buffing, coarse honing, coarse lapping, hand finishing with emery cloth or other comparable methods. A "polish finish" will, in general, be required on surfaces in sliding or rotating contact where loads are heavy, or motion is rapid.

e. **Unfinished Surfaces:** All unfinished surfaces shall be true to the lines and dimensions shown on the drawings and shall be chipped or ground free of all projections and rough spots. Depressions or holes not affecting the strength or usefulness of the parts may be filled in a manner approved by the Engineer. Unfinished surfaces shall be true to the dimensions shown on the drawings. The tolerance on unfinished unimportant, non-critical surfaces shall be plus (+) 1/4".

f. **Bolt Holes:** Holes shall be accurately spaced, cylindrical, and perpendicular to the member.

2-20 SHIPPING

a. All pieces shall be adequately secured and bolted or otherwise made fast to prevent movement and damages during shipment.

b. All openings shall be completely covered and protected for shipment.

2-21 A. 4" ANTI – TAMPERING DEVICE

The contractor shall be responsible for the purchase and installation of the fire hydrant Anti-Tampering Devices manufacturer by Mc Gard Special Products Division, 3875 California Road, Orchard Park, New York 14127-4198. Only the Anti-Tampering Devices manufactured by Mc Gard are acceptable. The Anti-Tampering Device for the 4" hydrant, Mc Gard part number 130197, shall replace the following hydrant parts:

1. 401 – Socket head cap screw
2. 402 – Shield operating nut
3. 403 – Hold down nut
4. 404 – Revolving nut

B. 5" ANTI – TAMPERING DEVICE

The anti-thief device for the 5" hydrant, Mc Gard product number 130201, shall replace the following hydrant parts:

1. 501- Socket head cap screw
2. 502 – Shield operating nut
3. 504 – Revolving nut

Note that the part number 503 hold down nut is needed for operation with the 5" hydrant only.

The contractor is responsible for all tools required for assembly of the Anti-Tampering Device to the hydrant.

REQUIRED FUNCTION

The fire hydrant lock (anti–tampering device) is a multi-piece lock assembly, designed to prevent unauthorized activation of the hydrant. A special operating key wrench is required to open and close the hydrant, and a special key assembly wrench is needed for installation of the device.

OVERALL DESIGN CRITERIA

The lock assembly is designed so that installation onto the hydrant can be accomplished without dismantling the hydrant, substituting any standard hydrant parts other than the revolving (operating) nut, or performing any modifications to the hydrant.

2-22 BILL OF MATERIALS

Material to be used for fabrication of the hydrant parts shall be as shown in the following table: (See drawings for Part No.)

PART NO.	DESCRIPTION	MATERIAL & ASTM SPEC.
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401 & 501	Replaced by McGard Pt. No. 130197 and 130201	
402 & 502	Replaced by McGard Pt. No. 130197 and 130201	
403 & 503	Hold Down Nut 4" replaced by McGard	Cast Bronze B584-87 130197-5" stay same
404 & 504	Replaced by McGard	Pt. No. 130197 & 130201
405 & 505	Top Cap	Cast Iron A126-84 Class B
406 & 506	Stop Nut	Cast Bronze B584-87
407A&507A	Stuffing Box Nut "O" Ring	Cast Bronze B584-87
408A&508A	"O" Ring	Buna-N D2000 M2BG614B14EA14E034
408B&508B	"O" Rings	Buna-N D2000 M2BG614B14EA14E034
409 & 509	Top Cap Bolts and Nuts	Corr. Res. Steel, A307-86a Grade B
410 & 510	Hose Nozzle Cap	Cast Iron A126-84 Class B
410A&510A	Hose Nozzle Cap Gasket	Buna-N D2000 M2BG614B14EA14E034
411 & 511	Steamer Nozzle Cap	Cast Iron A126-84 Class B
411A&511A	Steamer Nozzle Cap Gasket	Buna-N D2000 M2BG614B14EA14E034
412 & 512	Hose Nozzle	Cast Bronze B584-87
413 & 513	Steamer Nozzle	Cast Bronze B584-87
414 & 514	Hydrant Head	Cast Iron A126-84 Class B
415 & 515	Head Gasket	Cellulose Fiber F104 (F300000)
416 & 516	Seat Gasket	Cellulose Fiber F104 (F300000)
417 & 517	Hydrant Head Bolts & Nuts	Corr. Res. Steel, A307-86a Grade B
418 & 518	Barrel	Cast Iron A126-84 Class B
419 & 519	Barrel Gasket	Buna-N D2000 M2BG614B14EA14E034
420 & 520	Slip Flange	Cast Iron A126-84 Class B
421 & 521	Stop Ring	Bronze B584-87
426A& 526A	Valve Stem, Upper	S.S. A276-86a Type 303, or 304
426B& 526B	Breakaway Coupling	Cast Iron
426C& 526C	Lower Valve Stem	Stainless Steel A276-8A Type 303, or 304
428 & 528	Main Valve	Buna-N D2000 M2BG614 B14EA14E034
429 & 529	Main Valve Cylinder Seat	Cast Bronze B584-87
430 & 530	Elbow	Cast Iron A126-84 Class B
430A&530A	Elbow Insert	Cast Bronze B584-87
434 & 534	Lock and Cap Nut	Cast Iron A126-84 Class B
435 & 535	Lock and Cap Nut Gasket	Cellulose Fiber F104 (F300000)
436 & 536	Drain Valve	Cast Bronze B584-87
437 & 537	Drain Valve Pad	Buna-N D2000 M2BG614B14EA14E034
Rivets		Bronze B584-87
439 & 539	Woodruff Key	Heat Treated S.S. type 316
440 & 540	Main Valve Bottom Plate	Cast Iron A126-84 Class B
441 & 541	Nozzle Chains	Galv. Steel A108-81 UNS G10350
441A&541A	Chain Rings	Galv. Steel A108-81 UNS G10350

441B&541B	Chain Hooks	Galv. Steel A108-81 UNS G10350
442 & 542	Chain Clips	Galv. Steel A108-81 UNS G10350
*544	Drain Nipple	Bronze B584-87
443 & 543	Protection Case	P.V.C. 1120 SDR 41

*(This part only on 5" size hydrant)

2-23 POINTS OF DELIVERY

- A. The "Test" fire hydrants, one (1) of each size and trench depth in the proposal, furnished for the Board's inspection shall be delivered to the Sewerage and Water Board Main Water Purifications Plant, 8801 Spruce Street, New Orleans, Louisiana.
- B. The remaining hydrants shall be delivered to the Board's Central Yard, 2900 Peoples Avenue, New Orleans, Louisiana.
- C. All deliveries shall be in strict accordance as specified in Paragraph (19.13) of these Special Specifications.

2-24 TESTING

A) In order to ensure quality hydrants, the Board requires that each hydrant be tested by the Contractor in accordance with Paragraphs (B) and (C) below. Contractor shall certify in writing that all hydrants furnished under this contract have successfully passed these tests before final payment is made.

B) Mechanical Test: Each assembled hydrant shall be operated through a full open-close cycle when not under pressure.

C) Hydrostatic Test: Each assembled hydrant shall be subjected to two (2) shop tests under a hydrostatic pressure of 300 psig. One test shall be made with the entire interior of the hydrant under pressure and another with the main valve closed and the barrel under pressure from the inlet side. Under the test procedure, there shall be no leakage through the main valve or seals or through the castings or the joints of the assembled hydrant. Under the test conditions, the leakage or other imperfections found in either test shall be corrected, and the hydrant retested. The tests shall be conducted for a sufficient time to allow a check of all points of possible leakage and for a minimum of 30 seconds after all air has been exhausted.

D) The "Test" hydrants furnished will be tested and inspected by Board upon arrival at the place of destination given in paragraph 19.30 (a), and within sixty (60) days the Contractor will be notified of the test results.

E) Upon successful inspection of the "Test" hydrants by the Board, the Contractor shall proceed with fabrication of the remaining fire hydrants.

F) The Board reserves the right to randomly inspect the hydrants delivered to Central Yard location and any defects discovered within one (1) year of the acceptance of the hydrants shall be corrected by the Contractor at no cost to the Board.

2-25 PAINT

a. General: The work to be done under this section of the Specifications includes all labor, materials, equipment and services necessary to paint the interior and exterior of the fire hydrants and fire hydrant parts as specified in these specifications and shown on the drawings.

b. Painting

1. Apply all coatings in accordance with the manufacturer's directions.
 2. Alternates to the surface preparation procedures, or alternates which decrease the film thickness designated and/or the number of coats, or those which change the general type of paint will not be considered.
 3. The Contractor shall take all reasonable precautions to protect paint finish from damage after application. All paint damaged, scratched, scarred, dirtied or otherwise marred shall be repaired as directed by the Engineer.
 4. Painting shall be done at such times so that dust-free and first-class work can be obtained.
 5. No paints shall be lead based or contain any lead-based pigments.
 6. Each coat of paint shall dry hard before applying additional coats as recommended by the manufacturer. At least 24 to 48 hrs. shall be allowed between a primer coat and application of the finished coat.
- c. Weather Conditions: Cleaning and painting shall be done only when the temperature is over 50 F, and 5 above the dew point and the humidity under 80%.

d. Surface Preparation

1. The Surfaces to be coated shall be prepared in a workmanlike manner with the objective a clean, dry and properly prepared substrate.
2. All surfaces shall be prepared in accordance with the coating manufacturer's current instructions.
3. All dust, dirt and other loose material shall be removed from the surface immediately after cleaning and the surface shall be primed the same day to prevent new rust formation.

e. Paint Schedule

1. All exterior surfaces, below the Hydrant Head, shall be coated with Koppers Inertol No. 49 Thick or Engineer approved equal, and shall be covered with three (3) coats with minimum DFT of 5 mils per coat, the first and second coats shall be allowed to dry thoroughly before the third is applied.
2. All interior ferrous surfaces, except machined and stainless-steel surfaces, shall be coated with the paint system specified in paragraph (1) above.
3. The exterior of the hydrants, above the Hydrant Head, shall be thoroughly cleaned and painted with two (2) coats of Koppers Glamortex 501 enamel or Engineer approved equal to total DFT of 3 mils. Color shall be Aluminum 320.

1. QUALITY

The Board shall insist that the work performed and supplies furnished shall be of the highest quality. The Board reserves the right to stop work if it appears to be in the best interest of the Board. The Contractor shall give a thirty (30) day warranty on all work performed under this contract on parts, labor and materials.

2. Price shall be include F.O.B., SWBNO, Central Yard, 2900 Peoples Avenue, New Orleans, Louisiana 70122.

3. For each delivery the Vendor must submit a delivery ticket showing the purchase order number, delivery date, quantity, delivery ticket number and delivery point. All couplings shall be in boxes and stacked on 48" x 40" pallets, not exceeding 52" in height.
4. The quantities given in the Bid Form(s) are estimated, and the successful bidder(s) must supply all items at their respective bid price(s) whether the total of such requirements be more or less than the quantities given in the form of the proposal. The Board reserves the right to purchase only such items and in such quantities as it may require during the contract period.

ATTACHMENT A
INVITATION TO BID REQUIREMENTS

Solicitation #2025-SWB-25 Fire Hydrants

Please note this checklist serves ONLY as a helpful guide. The Solicitation Checklist DOES NOT relieve the Bidder of the responsibility of ensuring that all requirements are included with their response. Please review the solicitations in its entire requirements, specifications, terms, and conditions of the solicitation for details.

_____ Attachment Cover Sheet **(Required)**

_____ Attachment Bid Forms **(Required)**

_____ Attachment Affidavits

Attachment Invitation to Bid Requirements **(Informational Purposes)**

Attachment Terms and Conditions **(Informational Purposes)**

Failure to submit all required documents will render your bid non-responsive.

**ATTACHMENT
COVER SHEET**

Invitation to Bid: 2025-SWB-25 Fire Hydrants

Company Name: _____

Company Address: _____

Please provide the key contact person's information below:

Primary Contact Person:

Name: _____ Title: _____

Cell Phone: _____ Email Address: _____

This ITB must be signed by an authorized Representative of the Company/Firm for bid to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

Bid Form **Fire Hydrants** **(ITEM NOS. 1 THROUGH 14)**

Vendor:						
Item No.	Quantity	Unit Of Measure	Commodity Code	Description	Price Per Unit	Total Price
Item No. 1	20	Ea	34060000000	4" Cast Iron Bronze Trim Fire Hydrants with 48" trench depth, McGard 130197 Anti – Tampering Device installed as described herein, complete in every detail, including elbow and in strict accordance with the foregoing specifications and drawings:	\$	\$
Item No. 2	40	Ea	34060000000	4" Cast Iron Bronze Trim Fire Hydrants with 54" trench depth, McGard 130197 Anti – Tampering Device installed as described herein, complete in every detail, , including elbow and in strict accordance with the foregoing specifications and drawings	\$	\$
Item No. 3	70	Ea	34060000000	4" Cast Iron Bronze Trim Fire Hydrants with 60" <u>trench depth</u> , McGard 130197 Anti – Tampering Device installed as described herein, complete in every detail, including elbow and in strict accordance with the foregoing specifications and drawings:	\$	\$
Item No. 4	60	Ea	34060000000	5" Cast Iron Bronze Trim Fire Hydrants with 48" trench depth, McGard 130201 Anti - Tampering Device installed as described herein, complete in every detail, including elbow and in strict accordance with the foregoing specifications and drawings:	\$	\$
Item No. 5	60	Ea	34060000000	5" Cast Iron Bronze Trim Fire Hydrants with 54" trench depth, and McGard Anti – Tampering Device installed as described herein, complete in every detail, including elbow and in strict accordance with the foregoing specifications and drawings:	\$	\$
Item No. 6	60	Ea	34060000000	5" Cast Iron Bronze Trim Fire Hydrants with 60" trench depth, and McGard Anti – Tampering Device installed as described herein, complete in every detail, including elbow and in strict accordance with the foregoing specifications and drawings:	\$	\$
Item No. 7	40	Ea	34060000000	4" Cast Iron Bronze Trim Kennedy New Style Breakaway Fire Hydrants (Drawing No. K81AW) with 48" trench depth, and McGard 130197 anti – theft device installed as described herein, complete in every detail, less Pt. No. 430 elbow and 443 protection case and in strict accordance with the foregoing specifications and attached drawings:	\$	\$
Item No. 8	40	Ea	34060000000	4" Cast Iron Bronze Trim Kennedy New Style Breakaway Fire Hydrants (Drawing No. K81AW) with 54" trench depth, and McGard 130197 anti- theft device installed as described herein, complete in every detail, less Pt. No. 430 elbow and 443 protection case and in strict accordance with the foregoing specifications and attached drawings:	\$	\$
Item No. 9	50	Ea	34060000000	4" Cast Iron Bronze Trim Kennedy New Style Breakaway Fire Hydrants (Drawing No. K81AW) with 60" trench depth, McGard 130197 anti – theft device installed as described herein, complete in every detail, less Pt. No. 430 elbow and 443 protection case and in strict accordance with the foregoing specifications and attached drawings:	\$	\$
Item No. 10	30	Ea	34060000000	5" Cast Iron Bronze Trim Kennedy New Style Breakaway Fire Hydrants (Drawing No. K81AW) with 48" trench depth, and McGard anti – theft device installed as described herein, complete in every detail, less Pt. No. 530 elbow and 543 protection case and in strict accordance with the foregoing specifications and attached drawings:	\$	\$
Item No. 11	60	Ea	34060000000	5" Cast Iron Bronze Trim Breakaway Kennedy New Style Breakaway Fire Hydrants (Drawing No. K81AW) with 54" trench depth, McGard 130201 anti-theft device installed as described herein, complete in every detail, less Pt. No. 530 elbow and 543 protection case and in strict accordance with the foregoing specifications and attached drawings:	\$	\$
Item No. 12	60	Ea	34060000000	5" Cast Iron Bronze Trim Breakaway Kennedy New Style Breakaway Fire Hydrants (Drawing No. K81AW) with 60" trench depth, and McGard anti – theft device installed as described herein, complete in every detail, less Pt. No. 530 elbow and 543 protection case and in strict accordance with the foregoing specifications and attached drawings:	\$	\$
Item No. 13	100	Ea	34060000000	Part No. 430 Elbows 4" x 6" (Mechanical Joint) for 4" S &WB Standard Fire Hydrant. S &WB Drawing No. 11637-W-62	\$	\$

Bid Form
Fire Hydrants
(ITEM NOS. 1 THROUGH 14)

Vendor:						
Item No.	Quantity	Unit Of Measure	Commodity Code	Description	Price Per Unit	Total Price
Item No. 14	100	Ea	340600000000	Part No. 530 Elbows 5" x 6" (Mechanical Joint) for 5" S &WB Standard Fire Hydrant. S &WB Drawing No. 11637-W-62.	\$	\$
TOTAL FOR ITEM NOS. 1-1 THROUGH 1-14						\$

CONVICTED FELON AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared _____,

who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of
_____, hereafter called "Contractor."
2. The Contractor complies with **City Code Section 2-8 (c) for the City of New Orleans.**
3. No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or
pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or
falsification or destruction of public records.

Proposer Representative (Signature)

(Print or type name) (Address)

Sworn to and subscribed before me, in (CITY/STATE) _____

This ____ day of (MONTH) _____, 20 ____.

Notary Public

Notary Identification No./Bar Roll No.

NON-SOLICITATION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared _____,

who, being first duly sworn, deposed and said that:

1. He/She is the _____ and
authorized representative of _____ hereafter called "Contractor."
2. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

Contractor Representative (Signature)

(Print or type name) (Address)

Sworn to and subscribed before me, in _____, Louisiana,

this ____ day of _____, 20 ____.

Notary Public

Notary Identification No./Bar Roll No.

NON-COLLUSION AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

_____, being first duly sworn, deposes and says that:

(1) S/He is (Owner) (Partner) (Office) (Representative) or (Agent), of:

the Proposer that has submitted the attached Proposal:

(2) Such Proposal is genuine and is not a collusive or sham Proposal:

(3) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly, or indirectly with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any advantage against the Sewerage and Water Board of New Orleans of any person interested in the proposed contract; and

(4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Proposer Representative (Signature)

Title

(Print or type name)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____ 20____. Notary ID#/Bar Roll # _____

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared _____ who, being first duly sworn, deposed and said that:

He/She is _____ and authorized representative of _____,
Hereafter called "Bidder."

The Respondent hereby confirms that a conflict(s) of interest **exists /does not exist/may exist (circle one)** in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with the Board officials or employees.

(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).

Respondent Representative (Signature)

(Print or type name)

(Address)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____ 20____.

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

Notary ID#/Bar Roll# _____

BIDDERS'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

Company 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.

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.

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 Procurement Director of the Board, 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 _____; 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

TERMS AND CONDITIONS

ACT 318 OF 1958

Under the terms of Act 318 of 1958, of the Regular Session of the Legislature of the State of Louisiana, all things being equal, preference must be given to either (1) firms doing business in the State of Louisiana or (2) to products produced, grown, or manufactured in the State.

Before any bill for supplies shall be paid to any non-resident firm, a statement in writing shall be submitted by the seller to the effect that his firm has paid all taxes duly assessed by the State of Louisiana and its political subdivisions including franchise taxes, privilege taxes, sales taxes and all other taxes for which it is liable to the State and its political subdivisions.

JURIDICTION & CHOICE OF LAWS

The law of the State of Louisiana shall govern this contract. Exclusive venue for any lawsuits of disputes arising from or related to this solicitation or an agreement negotiated pursuant thereto shall be in the Civil District Court for the Parish of Orleans. This agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of law provisions.

RIGHT TO AUDIT

The Board has the right to audit by its personnel or its authorized representative at all reasonable times, all records pertaining to the administration of this contract by the contractor, including its records of any subcontractor(s) employed on the contract. Such records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, correspondence, and subcontract files (hard copies as well as computer readable data, if it can be made available).

Records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with this contract. The Board also reserves the right to interview employees, make photocopies, inspect all records at a reasonable time for a minimum of five (5) years after completion of the project or formal acceptance by the Board of the contract. Contractors shall be required to retain such files of the project as described herein for a minimum of five (5) years after completion of the project or formal acceptance of the contract by the Board.

INDEPENDENT VENDOR STATUS

The Vendor is an independent Vendor and will not be deemed an employee, servant, agent, partner, or joint venture of the Board and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of the Board.

NON-DISCRIMINATION

In the performance of this Agreement, the Vendor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender),

sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS – or HIV status against (1) any employee of the Board working with the Vendor in any of Vendor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social, or other establishments or organizations operated by the Vendor. The Vendor agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VII of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

NON-DISCRIMINATION IN EMPLOYMENT

In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure the Vendor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, orientation, creed, culture, or ancestry. The Vendor will require all sub-contractors to comply with the requirements of this article.

NON-COLLUSION STATEMENT

The Contractor confirms that this Agreement is entered into with the Board without any connection with any person or persons making a proposal for the same services, and that it is in all respects fair and without collusion or fraud; also that no member of the Board or public official of the City, who are by law are excluded from participation herein, is directly or indirectly interested herein or in furnishing the services to which it relates or in any portion of the profits thereof.

NON-SOLICITATION STATEMENT

The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

CONVICTED FELON STATEMENT

By submitting a bid, the Contractor confirms that no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

INSURANCE

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Consultant will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

A. Minimum Requirements:

- i. Consultant shall maintain at its own expense, and in good standing, such insurance as will protect the SWBNO, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Consultant itself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the SWBNO or the City. Both the SWBNO and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the SWBNO and the City, their officers, officials, employees, boards and commissions, and volunteers.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If this transaction requires the Consultant or subconsultant's employees to enter SWBNO's facilities or job sites, a senior employee of the Consultant and/or any subconsultant will review the SWBNO's Safety Orientation Notice (Notice) and will explain this Notice to every employee who will enter SWBNO facilities. This Notice is included as a part of the specifications for this contract.

Consultant and its insurers shall agree to waive all rights of subrogation, except on their Professional Liability Policy, against the SWBNO, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Consultant for SWBNO and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Risk Manager of SWBNO. In general, insurance is to be placed with insurers with a Best's rating of at least A-, although this requirement may be reviewed and modified by the Risk Manager of SWBNO in the best interest of SWBNO. The Risk Manager may also consider performing such review upon written request from consultant. Consultant shall furnish SWBNO and the City with certificates of insurance affecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates of insurance are to be received and approved by the Risk Managers of SWBNO and the City before work commences. In the event of a claim, Consultant shall make applicable insurance policies available for review by SWBNO and the City. Consultant shall retain its rights to restrict disclosure of Consultant's proprietary information.

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

- a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**, as will protect it from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford

coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.

b) COMMERCIAL GENERAL LIABILITY INSURANCE, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

c) BUSINESS AUTOMOBILE INSURANCE, which shall cover liability arising from any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 combined with each accident for all injuries, property damage, and/or death resulting from one occurrence.

d) ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE, whichever is applicable to the particular profession or service to be provided, with limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, without any restrictive "negligent act, negligent error, or negligent omission" clause and sufficient to protect the Consultant, SWBNO, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Consultant's negligent performance of work described herein.

In addition, Consultant shall be required to furnish to the Risk Manager of SWBNO all copies of investigative reports regarding all claims filed with the Consultant and its insurance carriers relative to the contract, apart from claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by SWBNO for Consultant's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve Consultant of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to SWBNO shall be filed with the Risk Manager of SWBNO. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of SWBNO. Consultant and/or its insurer shall notify the Risk Manager of SWBNO at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. Consultant shall simultaneously furnish the SWBNO evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event Consultant fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, SWBNO will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of Consultant and any expenditure incurred by SWBNO of this coverage will be deducted from any balance due to Consultant.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status. The Consultant will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, SWBNO, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions

used). The Certificate of Insurance, as evidence of all required coverage, should name the Sewerage and Water Board of New Orleans Risk Manager and the City of New Orleans Risk Manager as Certificate holders and be delivered via U.S. Mail to 625 St. Joseph St., Room 119, New Orleans, LA 70165 and 1300 Perdido Street, 9E06—City Hall, New Orleans, LA 70112, respectively.

ii. Primary Coverage. For any claims related to this contract, **the Consultant's insurance coverage shall be primary** insurance as respects SWBNO, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SWBNO shall be non-contributing to the Consultant's coverage.

iii. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the contract or the beginning of work.

If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Consultant must purchase "extended reporting" coverage for minimum of 5 years after the termination of this agreement

iv. Waiver of Subrogation. **The Consultant and its insurers agree to waive any right of subrogation** which any insurer may acquire against SWBNO by virtue of the payment of any loss under insurance required by this contract.

v. Notice of Cancellation. Each insurance policy required above shall provide that **coverage shall not be canceled, except with prior notice to SWBNO of no less than 60 days.**

vi. Acceptability of Insurers. Insurance is to be placed with **insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII**, unless otherwise acceptable to SWBNO's Risk Manager.

2. The Consultant will provide SWBNO's Risk Manager (at Attn: Risk Manager, 625 St. Joseph St., Room 119, New Orleans Louisiana 70165) and the City of New Orleans Risk Manager (at Attn: Risk Manager, 1300 Perdido Street, 9E06 City Hall, New Orleans, LA 70112) within ten (10) calendar days of the Effective Date and at any other time at the SWBNO's request the following documents:

- a. Proof of coverage for each policy of insurance required by this Agreement.
- b. Copy of the fully executed Agreement.
- c. Copies of all policies of insurance, including all policies, forms, and endorsements; and
- d. Statements disclosing any policy aggregate limit.

3. Without notice from the SWBNO, the Consultant will:

1. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement.

2. Substitute insurance coverage acceptable to SWBNO within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement: and

3. Notify SWBNO's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of

insurance maintained under this Agreement and provide proof of reinstatement or acceptable substitution prior to such non-renewal, cancellation, or reduction in coverage or limits.

Vendor shall indemnify, hold forever harmless, and defend the Board, its officers, agents, employees' representatives and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to loss of property, life or personal injury during the performance of this contract, growing out of resulting from or by reason of any act or omission by the Vendor, their agents or employees.

The Vendor shall further indemnify and hold the Board harmless from all claims and liens for labor, services or material furnished to the Vendor in connection with the performance of this contract.

Limitations by statute as to Worker's Compensation or any other benefits payable by or on behalf of the Vendor to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify, hold forever harmless, and defend the Board, its officers, agents, employees' representatives and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to loss of property, life or personal injury during the performance of this contract, growing out of resulting from or by reason of any act or omission by the Vendor, his agents or employees.

The Vendor shall further indemnify and hold the Board harmless from all claims and liens for labor, services or material furnished to the Vendor in connection with the performance of this contract.

Limitations by statute as to workers' compensation or any other benefits payable by or on behalf of the Vendor to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

WORKER'S COMPENSATION

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA-R.S. 23:1021 (6). That its' employees shall not be considered employees of the Board for workers compensation coverage and that the Board shall not be liable to the Vendor or its employees for any workers compensation benefits or coverage.

EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA-R.S. 23:1472 (E), that neither the vendor nor anyone employed by the vendor shall be considered an employee of the Board for the purpose of unemployment compensation coverage.