



"RE-BUILDING THE CITY'S WATER SYSTEMS FOR THE 21ST CENTURY"

Sewerage & Water Board OF NEW ORLEANS

625 ST. JOSEPH STREET
NEW ORLEANS, LA 70165 • 504-529-2837 OR 52-WATER
www.swbno.org

Addendum No. 5

Date: 3/6/26

Your reference is directed to **Contract Number: 2026-SWB-13 (8174)** for Repairs to the Carrollton Water Plant Engineering Bldg. which is scheduled to open at **11:30 a.m.** CST on **March 13, 2026.** for SWBNO Civil Engineering Department.

This addendum provides for the following:

1. Responses to Vendor Questions

1. Responses to Vendor Questions

Question 1.

I would like to know if there is also a WOSBE or WBE requirement on this project? Typically, with Federal Funds it is 6.9%.

- **There is not a WOSBE, nor WBE requirement on this project. There is a 7.0% SLDBE/LA-UCP Participation Goal. Qualified participants can be found on the SWBNO SLDBE Directory.**

Question 2.

Can the bid due date be extended to allow more time to get proper pricing for this large job?

- **Bid due date cannot be pushed back.**

Question 3.

How old is the copper being handled, are you keeping it on site for your disposal, or is the contractor disposing and returning a percentage/partial refund to the Board after it has been recycled?

- **The copper roof will become the property of the Contractor when it is removed.**

Question 4.

What is the budget?

- **The budget is \$748,000.**

Question 5.

What are the terms/percentage on the DBA?

- **The DBE goal is 7%**

Question 6.

Where can the DBE requirements be found ?

- **The DBE goal can be found on page 29 of 173 of the Volume 1 Specifications**

Question 7.

Is a scaffold going to be required for this job site access to the roof?

- Access to the roof via the stairs may be used for personnel only but for materials and/or equipment scaffolding will be required. The interior stairs will not be permitted to be used by the Contractor.

Question 8.

What are the work hours/days on site?

- Monday – Friday 7am-6pm
- Weekend Work is allowed with permission of the owner as detailed in the General Conditions
- Please make requests for weekend/Holiday work 3 weeks in advance.

Question 9.

Please clarify the required state license to bid this project.

- Building Construction classification for licensed bidders

Question 10.

Can you clarify the schedule and the time of completion for this project?

- The contract times are 120 calendar days.

Question 11.

Can we arrange for a site visit?

- No Additional site visits will be scheduled.

Question 12.

Will there be any background checks for the workers working on the job?

- Please refer to SWB DRUG - FREE WORKPLACE POLICY
00 73 00 ATTACHMENT 1 - 1

Question 13.

What are the working hours? Will we be able to work over night or during the day?

- Monday – Friday 7am-6pm
- Weekend Work is allowed with permission of the owner as detailed in the General Conditions
- Please make requests for weekend/Holiday work 3 weeks in advance

Question 14.

What are the contract times and liquidated damages specified for this project?

- The contract times are 120 calendar days, and the liquidated damages are \$2000 / day.

Question 15.

What bid documents must we attach to our bid to ensure responsiveness?

- See attachments, Instructions to Bidders

The above revisions shall be incorporated in and take precedence over any conflicting part of the original proposal documents. This addendum is hereby officially made a part of the referenced proposal.

Receipt of this addendum shall be acknowledged by inserting its number and date in the space provided on the Louisiana Uniform Public Works Bid Form.

This addendum consists of one (1) page and twelve (12) attachments.

*** END OF ADDENDUM ***

ATTACHMENT TO GENERAL SPECIFICATIONS

STATEMENT OF POLICY

It is the policy of the Sewerage and Water Board of New Orleans that all work places associated with its operation, maintenance, improvements, and expansion be kept drug free. In order to insure this, the Sewerage and Water Board has approved the following drug testing policy to be implemented on this contract.

NOTICE

The contractor shall notify all personnel to be employed on this contract that they must submit to drug testing upon the occurrence of any accident, injury, or unsafe and hazardous incident which involves them. Agreement to submit to such drug testing shall be required for the employment of all personnel under this contract.

PENALTIES

Any employee who refuses to agree to testing under this policy or who refuses to be drug tested after the occurrence of any accident, injury or unsafe and hazardous incident which involves them, or who fails to report any such accident, injury or incident within twenty-four (24) hours of its occurrence, shall be deemed incompetent under Paragraph 47 of the General Specifications. Any employee found to have a positive test result after his conformational testing shall be deemed incompetent under Paragraph 47 of the General Specifications. Any employee deemed incompetent under these provisions shall be removed by the contractor from work under this contract and any other current Board contract.

TESTING PROCEDURE

The contractor shall while performing this contract, require any of its employees who are involved in an accident, injury or unsafe and hazardous incident while in the course and scope of their employment, whether vehicular or non-vehicular in nature, to be tested for blood alcohol or drug levels through a laboratory approved by the National Institute for Drug Abuse. Said employee shall provide a testing sample as soon as possible after such accident, injury or incident, but no longer than twenty-four (24) hours from the time of the occurrence. The contractor shall provide copies of the results of the initial testing on the samples involved to the Risk Manager of the Sewerage and Water Board of New Orleans as soon as such results are known. If the initial testing reveals a positive result, the contractor shall forward the remainder of the original testing sample to a second, conformational testing. The Sewerage and Water Board of New Orleans shall consider any result to be positive if it indicates any level which exceeds the levels set forth as follows:

Drug-Free Workplace Policy
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CUT-OFF LEVELS INDICATING POSITIVE TEST RESULTS

The following initial cut-off levels shall be used when screening specimens to determine whether negative or positive:

	<u>Initial Test Level (ng/ml)</u>
Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites	300
Phencyclidine (PCP, etc.)	25
Amphetamines	1000
Alcohol	.05% by weight based on grams of alcohol per 100cc of blood
LSD	150
Barbiturates	300
Benzodiazepines	300

Quantitative GC/MS confirmation procedures at the following cut-off values shall be used for the following drugs:

	<u>Confirmatory Test Level (ng/ml)</u>
Marijuana metabolites*	10
Cocaine metabolites**	150
Opiates (Morphine, Codeine)	150
Phencyclidine (PCP, etc.)	25
Amphetamines (amphetamine, Methamphetamine)	300
LSD	150
Barbiturates	300
Benzodiazepines	300
* Delta-9-Tetrahydrocannabinol - 9-Carboxylic Acid	
** Benzoyllecgonine	

Drug-Free Workplace Policy
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The contractor shall choose the laboratory to be used for drug testing, and shall identify such laboratory to the Risk Manager of the Sewerage and Water Board prior to receiving approval to start work. All laboratories shall be approved by the National Institute for Drug Abuse.

The contractor shall notify the Board's Risk Manager immediately of the results of any conformational testing.

The Contractor's Senior Project Superintendent working in consultation and conjunction with the Board's Risk Manager and the Board's Engineer, shall determine whether an accident, injury or unsafe or hazardous incident occurred. The Safety Department of the Sewerage and Water Board reserves the right to investigate any such matter and make a complete report to the Executive Director of the Sewerage and Water Board whose decision shall be final.

The Sewerage and Water Board shall not be liable for any cause of action of any employee of the contractor brought against the contractor as a result of this policy. The Sewerage and Water Board shall not be liable for the contractor's failure to stipulate adherence to the terms and conditions of this drug testing policy as a condition of employment of any employee on this contract. The Board shall not release the contractor from his responsibilities under the policy unless failure to adhere to the conditions of this policy shall be a direct result of any action taken by the Board.

These requirements shall be acknowledged by signature of the contractor's authorized representative in the space provided in the "Form of Proposal".

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

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

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

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents are available in electronic form on the Sewerage & Water Board of New Orleans website:

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

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

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

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

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

3. QUALIFICATIONS OF BIDDERS

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

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

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

4.1. Subsurface and Physical Conditions:

4.1.1. The Supplementary Conditions identify:

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

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

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

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

4.3. Hazardous Environmental Condition:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. SPECIAL PRODUCT REQUIREMENTS

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

6. PREBID CONFERENCE

A **MANDATORY** Pre-Bid conference will be held on **February 16, 2026, at 11:00 a.m.** Central Time at the Sewerage and Water Board of New Orleans' Carrollton Water Purification Plant Engineering Building, 2nd Floor Auditorium, located at 8800 S. Claiborne Ave., New Orleans, Louisiana, 70118 or if you are unable to attend this in-person meeting, you can also join via teleconference call:

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 298 032 298 793 04

Passcode: ob2rr2Sj

Dial in by phone

[+1 504-224-8698,402015609#](#) United States, New Orleans

Phone conference ID: 402 015 609#

6.1. Representatives of Owner and Engineer will be present to discuss the Project. Procurement will transmit to prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

7. SITE AND OTHER AREAS

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

8. INTERPRETATIONS AND ADDENDA

8.1. All questions about the meaning or intent of the Bidding Documents are to be submitted to the Sewerage & Water Board Procurement Department. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda sent to all parties recorded by the office issuing documents as having received the Bidding Documents. Questions received after **February 19, 2026**, at 5:00 p.m. may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

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

9. BID SECURITY

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

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

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

10. CONTRACT TIMES

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

11. LIQUIDATED DAMAGES

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

12. SUBSTITUTE AND “OR-EQUAL” ITEMS

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

13. WAGE RATES

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

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

14. PREPARATION OF BID

14.1. Bidders shall prepare bid document to include Louisiana Uniform Public Work Bid Form, Bid Security or Bid Bond; Acknowledgment of Addenda; Base Bid; Alternates (if applicable); Signature of Bidder; Name, Title, and Address of Bidder; Name of Firm or Joint Venture; Corporate Resolution or written evidence of the authority of the person signing the bid; and Louisiana Contractors License Number.

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

14.3. A Bid by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

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

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

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

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

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

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

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

15. BASIS OF BID; COMPARISON OF BIDS

15.1. Total Base Bid:

15.1.1. Bidders shall submit on a lump sum basis as set forth on the Louisiana Uniform Public Work Bid Form.

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

15.2. Unit Price:

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

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

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

15.3. Alternates:

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

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

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

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

16. SUBMISSION OF BID

16.1. The Bidders are to complete and submit the following documents at bid submission:

16.1.1. Louisiana Uniform Public Work Bid Form is to be completed

16.1.2. Bid Security or Bid Bond.

16.1.3. Corporate Resolution or Written Evidence of Authority

16.2. The two (2) lowest bidders will have three (3) working days following the bid opening to submit the following:

16.2.1. Additional Requirements, Bidder Declaration, Guarantees, and Emergency Procedures Document

16.2.2. Attestation Affidavit Form

16.2.3. Voluntary Extension

16.2.4. Affidavit of Non-Collusion

16.2.5. Conflict of Interest Disclosure Affidavit

16.2.6. Convicted Felon Affidavit

16.2.7. Non-Solicitation Affidavit

16.2.8. Economically Disadvantaged Business Program Summary Sheet

16.2.9. Economically Disadvantaged Business Program Acknowledgment Form

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

Hard Copy Submission:

Signed hardcopy of the bid in a sealed envelope

Mark the front envelope with the following:

Solicitation # 2026-SWB-13 (8174)

Company Name

Company Address

Company Contact Name, Phone Number, and Email Address

Contractor's License Number

Address envelope to:

Sewerage and Water Board of New Orleans

Attn: Kimberly Barnes

625 St. Joseph St. Rm 133

New Orleans, LA 70165

Fax and email submission will not be accepted.

Mail or courier specifications:

The 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.

16.4. In accordance with LRS 37:2163, Bidders are required to certify they hold an active Contractor's license and indicate license number on Bid envelope. Bid envelopes received

with no Contractor license number will not be opened and will automatically be rejected and considered nonresponsive.

17. OPENING OF BIDS

Bids will then be **publicly** opened and read on **March 3, 2026, at 11:30 a.m.** at Sewerage and Water Board of New Orleans, 625 St. Joseph Street, Purchasing Conference Room 131, New Orleans, Louisiana.

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/23899573127054?p=qDu52G8WnxVxqviAWA>

Meeting ID: 238 995 731 270 54

Passcode: 5FB7B8PG

Dial in by phone

[+1 504-224-8698](tel:+15042248698), [235105256#](tel:+1235105256) United States, New Orleans

Phone conference ID: 235 105 256#

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

19. EVALUATION OF BIDS AND AWARD OF CONTRACT

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

19.2. Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

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

20. NOTARIAL FEE.

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

20.2.

NOTARIAL FEE SCHEDULE

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

<u>Contract Value</u>	<u>Fee</u>
Under \$1,000.00	\$227.00
\$1,000.00 to \$49,999.99	\$423.00
\$50,000.00 to \$499,999.99	\$1,073.00
\$500,000.00 to \$999,999.99	\$2,304.00
\$1,000,000.00 or over	\$4,608.00

21. CONTRACT SECURITY AND INSURANCE

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

22. SIGNING OF AGREEMENT

22.1. The final award of the contract will be made at the subsequent Board meeting. All prices bid must be held firm for 120 days or until final award of contract by the Board.

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

23. SALES AND USE TAXES

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

24. RETAINAGE

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

25. BID PROTESTS

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

26. PUBLIC RECORDS REQUESTS

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

END OF SECTION