

K08-152

Bond no. LAC 50802

CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND

MAGNUM CONSTRUCTION GROUP, LLC

This agreement is made and entered into this 10th day of April, 2008 by and between the City of New Orleans, herein represented by C. Ray Nagin, Mayor ("City"), and Magnum Construction Group, LLC, ("Contractor").

WITNESSETH

WHEREAS, the City desires to engage a contractor to provide cleaning and television inspection of sanitary and storm sewers; and

WHEREAS, in the purpose, the City issued an Invitation To Bid dated December 31, 2007, thereafter tabulated responsive bids, and identified the Contractor to receive the related contract; and

WHEREAS, Contractor, whose office is located at 103 Barrett Drive, Luling, Louisiana 70070, is qualified; and has the necessary expertise, and both the City and the Contractor desire to enter this agreement; and

NOW THEREFORE, the City of New Orleans and the Contractor for the consideration and under the conditions set forth, do agree as follows:

The City hereby grants and confirms unto the said Contractor, the contract for furnishing the City of New Orleans with **Cleaning & Television Inspection of Sanitary & Storm Sewers**, Item Nos. **All Items**, for the period of **One Year** effective date hereof, strictly according to **Bid Proposal No. 5111-00423**, the Plans and Specifications identified therewith maintained on file with the City of

New Orleans, and the Contractor's bid thereto dated February 12, 2008, the whole to be completed in conformity with and for the consideration and the terms and conditions herein and therein set forth. The said Plans and Specifications are incorporated herein by reference. The said Bid Proposal No. 5111-00423 and the Contractor's bid thereto are attached hereto and made a part hereof.

The Contractor binds itself to perform this contract well and faithfully, to observe and comply with all the conditions and stipulations contained in the said Bid Proposal, Plans and Specifications, and its bid thereunder in every particular, and at all times to abide by and be held amendable and subject thereto, and to this contract.

For performance hereunder according to the Bid Proposal, Plans and Specifications, and the Contractor's bid thereunder the City binds and obligates itself to pay the Contractor the amount set forth in the Contractor's bid.

And now to these presents personally came and intervened Merchants Bonding Company as Surety,

Who declared that it has read and taken full cognizance of the hereinbefore written contract between the City of New Orleans and the said Contractor, and does hereby bind itself as surety for the faithful performance of all work called for in the said contract by the said contractor in the full sum of **Two Hundred Fifty Thousand (250,000.00) Dollars**; and does further bind and obligate itself as surety for the payment by the said contractor of all payments to be made by the said contractor under the contract, in the full sum of **Two Hundred Fifty Thousand (250,000.00) Dollars**; each of the said bonds given herein to be considered separate and distinct, and no payment made by the surety under either shall in any way reduce the obligations of the surety under the other.

NOW THE CONDITION, of this obligation is such that if the said Contractor, shall well and faithfully perform all and singular the obligations assumed by it in the aforesaid contract, and shall

promptly pay all wages of laborers, workmen, or mechanics, to be employed by it, for all work done or labor performed by it or by any sub-contractors; and shall promptly pay all furnishers of material, supplied to itself or by subcontractors, or furnished to sub-contractors, and used in the construction, erection, alteration, or repairs of the work called for by the aforesaid contract; and shall promptly pay for all materials or supplies furnished to the said Contractors, or by any sub-contractor, or to the sub-contractor, for the use in machines used in the construction, erection, alteration, or repair of the work specified in the aforesaid contract; and shall fully secure and protect the said City of New Orleans, its legal successor and representative, from all loss or expense of any kind, including premises, including all costs of Court and attorneys' fees, made necessary or arising from the failure, refusal or neglect of the aforesaid Contractor, to comply with all of the obligations assumed by it; and likewise to promptly deliver all the work called for by said contract to the City of New Orleans, free from any and all such claims, liens and expenses, then, this said bond shall become null and void, otherwise to remain in full force and effect.

No modifications, omissions, additions, in or to the terms of said contract, in the plans or specifications, or in the manner and mode of payment, shall in any manner affect the obligations of the undersigned surety in connection with the aforesaid contract.

The proposed Contractor and its Surety consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans, and formally waive any pleas of jurisdiction on account of the residence elsewhere of the proposed Contractor and Surety, under any applicable bond, as well as all pleas of discussion between the Contractor and Surety under any applicable bond.

IN WITNESS WHEREOF the parties hereto have made and executed this contract effective
the day and year first above written:

WITNESSES:

Cheryl Mendy
CHERYL MENDY
Alanna Jensen
Bandra Severin

Donna Legendre

Joseph Olivier

Ms. Turner

Julie Onda

CITY OF NEW ORLEANS

[Signature]
By: C. RAY NAGIN, MAYOR

MAGNUM CONSTRUCTION GROUP, LLC

[Signature]
By: Michael Morris, Managing Member

MERCHANTS BONDING COMPANY
(MUTUAL)

[Signature]
By: Cathy C. Turner, Attorney-In-Fact

Tax ID No.: 80-0074117

FORM AND LEGALITY APPROVED

[Signature]
LAW DEPARTMENT
CITY OF NEW ORLEANS

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Cathy C. Turner

of Baton Rouge and State of Louisiana its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FOUR MILLION (\$4,000,000.00) DOLLARS

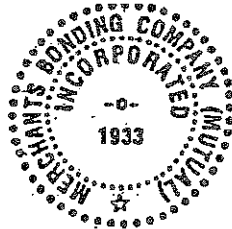
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of Indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2008



MERCHANTS BONDING COMPANY (MUTUAL)

By

Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 16th day of January, 2008, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this _____ day of _____



William Warner Jr.

Secretary

MAGNUM CONSTRUCTION GROUP, LLC
CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE OWNERS/MANAGING MEMBERS OF
Magnum Construction Group, LLC

AT A MEETING OF THE OWNERS/MANAGING MEMBERS OF Magnum Construction Group, LLC DULY NOTICED AND HELD ON 1/2/08, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED, IT WAS RESOLVED THAT:

Michael S. Morris or Dean E. Stipp, Jr., BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE SAID COMPANY WITH FULL POWER AND AUTHORITY TO ACT OR SIGN ON BEHALF OF THIS COMPANY IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH ALL ENTITIES FOR ANY REASON WHATSOEVER.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE OWNERS/MANAGING MEMBERS OF SAID COMPANY THE SAME HAS NOT BEEN REVOKED OR RESCINDED.



MANAGING MEMBER



MANAGING MEMBER

1/2/08

DATE

ADDENDUM NO. 1

CLEANING AND TELEVISION INSPECTION OF SANITARY AND STORM
SEWERS

PROPOSAL NO. 5111-00423

1. PROPOSAL FORM: The amount of the bid bond shall be \$50,000.
2. TECHNICAL PROVISIONS, BY-PASS PUMPING, Paragraph 6, is revised as follows:

~~'The Contractor shall be paid for mobilization of by-pass pumping only once (even if multiple day's of operation are needed) for each work order, unless the by-pass pumping equipment is not needed for needed for 2 continuous work days, and for each hour the by-pass pumps are in operation.'~~

3. Wage Rate: This project is subject to the wage rates attached.



Robert Mendoza, Director
Department of Public Works

2007 JAN 30 A 11: 57

NEW ORLEANS
OFFICE
OF THE
DIRECTOR
OF PUBLIC WORKS

K08-102

INVITATION TO BID
CITY OF NEW ORLEANS, DEPARTMENT OF FINANCE, PURCHASING BUREAU
CITY HALL, 1300 PERDIDO ST., ROOM 4W07, NEW ORLEANS, LA 70112

Email: purchasing@cityofno.com

THIS IS A FORMAL CITY BID SOLICITATION FOR WORKS, GOODS, OR NON-PROFESSIONAL SERVICES. INTERESTED PERSONS SHOULD CAREFULLY READ AND ATTEND ALL STATED INFORMATION AND REQUIREMENTS, INCLUDING SUCH CONTAINED IN ATTACHMENTS.

REQUIREMENT TYPE:	<input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Materials, Equipment, Supplies <input type="checkbox"/> Non-professional Services	PROPOSAL NO. 5111-00423	ISSUE DATE: December 31, 2007
REQUIREMENT DESCRIPTION: (as detailed in Attachment A) Cleaning and Television Inspection of Sanitary and Storm Sewers			
PRE-BID CONFERENCE:	<input type="checkbox"/> None <input type="checkbox"/> Optional	<input checked="" type="checkbox"/> Mandatory The City will receive bids only from persons or firms who attended the conference [determined according to the City's written attendance list].	
Date:	Time:	Place: <input checked="" type="checkbox"/> Public works Conf. Room, 6W03, 6 th Floor City Hall. <input type="checkbox"/> Purchasing Conf. Room, #4W05, 4 th Fl. City Hall, 1300 Perdido St., New Orleans, LA 70112	
Date:	January 24, 2008	Time:	2:00 PM

Note: If the City conducts a pre-bid conference, it may prepare a conference report showing attendance, summarized questions and answers, and matters discussed. The City will publicize any report by Addendum to the Invitation to Bid on the City Purchasing Portal Website (<http://www.purchasing.cityofno.com/bso/login.jsp>). Persons may also obtain the report in the City Purchasing Department, Rm. 4W07, City Hall, 1300 Perdido St., New Orleans, La. during business hours two business days after the conference. In all cases whatsoever, the Addendum containing the conference report is the exclusive, authoritative record of City statements, representations, answers, explanations, and comments at the conference.

BID INSTRUCTIONS: Bidders should follow the following instructions carefully. Any failure to satisfy them may render the bid non-responsive and remove it from the competition. Bids and submitted documents are City property. Bidders should mark documents or information claimed confidential and justify any claimed exemption from public records disclosure. The City will not credit blanket confidentiality claims lacking specific justification. All bids remain valid for 60 DAYS after the final bid deadline. Specification references to certain brands, makes, or manufacturers state only the general style, type, character, and quality desired. Equivalent products are acceptable. The City is not responsible for bid costs under any circumstances. By submitting a bid hereunder, each bidder acknowledges that it understands and will abide by all provisions of Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 9-1120, as adopted by City Ordinance No. 22,888 M.C.S. (relative to the operations and authority of the City Inspector General).

SUBMISSIONS DUE:	Date: 12-Feb-08 Time: 2:00 pm Place: Purchasing Bureau, Rm 4W07 City Hall, 1300 Perdido St., New Orleans, LA 70112
SUBMISSION PACKAGE:	Sealed envelope bearing the proposal number. <i>Note: Bidders should submit bids according to means that produce a written proof of delivery. The City will not credit delivery claims lacking a written proof of delivery.</i>
PRICING:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Bidders shall quote prices in the unit of measure specified, excluding excise and/or sales taxes unless otherwise provided, F.O.B. agency warehouse or job site designated by the Purchasing Bureau within City limits.
REQUIRED CONTENTS:	(1) Typed or printed bid, bearing original signature IN INK by the bidder or authorized representative, on the bid form provided as Attachment "C" hereto, with required attachments. (2) EVIDENCE OF THE SIGNING OFFICIAL'S AUTHORITY ACCORDING TO LA. REVISED STATUTE 38:2212.A.(1)(C);
OTHER CONTENTS:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (Public Works bid \$50,000 or more only) Certification that the Bidder holds or lawfully applies an active license pursuant to La. contractor licensing laws (RS 37:2150 et seq.) in the following project classification(s): Municipal & Public Works Const. NOTE: THE BIDDER MUST SHOW HIS LICENSE NUMBER ON THE BID ENVELOPE. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO A bid bond or security in an amount not less than <input type="checkbox"/> \$ <input checked="" type="checkbox"/> five percent (5%) of bid amount, conditioned on the bidder's failure to execute a contract with the City to supply the specified goods or services. The City will accept a cashier's check, certified check or satisfactory bid bond payable to the City of New Orleans. The City will retain bid securities of the three lowest bidders until the Contract is executed or until final bid disposition. The City will return other bid securities after the bid canvass. At contract execution, the City will return bid securities not forfeit for failure to execute a contract with the City.
DBE NOTICE:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO See Attachment "D."
OTHER:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO See Attachment "E."

AWARD: The City will open the bids in public at the City Purchasing Bureau office or immediately following the bid deadline. It may require additional information from bidders and conduct inquiries to determine the bidder's responsibility or the accuracy of furnished information. **EXPLICITLY SUBJECT TO CONFIRMED CITY FUNDING,** the City will award the procurement to the responsive and responsible bidder submitting the lowest bid. (If described, the City may award options or separate work categories separately or together.)

CONTRACT:

TYPE:	<input type="checkbox"/> None: Thing or service obtained by purchase order. <input type="checkbox"/> Fixed Price: Gets the specified thing(s) or service(s) at the bid price. <input checked="" type="checkbox"/> Requirements/Price Protection: Gets a commitment to supply the thing(s) or service(s) at bid price at City request during term.
TERM:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> 1 year(s) with City option to renew. <input type="checkbox"/> As provided in specifications, terms, & conditions.
PROVISIONS:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO The contract will contain the additional terms and conditions shown at Attachment "B" hereto.
ADDITIONAL NEEDS:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO PERFORMANCE BOND: A performance bond acceptable to the City within ten days after notice of award, issued in the sum of: <input type="checkbox"/> % of bid amount. <input checked="" type="checkbox"/> \$ 250,000.00 <input type="checkbox"/> Specified amount
The selected bidder must satisfy indicated additional requirements before it receives a contract.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO PAYMENT BOND: A payment bond acceptable to the City within ten days after notice of award, issued in the sum of: <input type="checkbox"/> % of bid amount. <input checked="" type="checkbox"/> \$ 250,000.00 <input type="checkbox"/> Specified amount
	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO INSURANCE: Certificates of insurance showing effective coverage required in the contract specifications. The certificates must be signed by a Louisiana licensed agent authorized by that insurer to bind coverage on its behalf and that agent's power of attorney must be attached to the certificates and endorsements;
	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO PERMITS: Copy of all applicable and required permits and licenses;
	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO TAX CLEARANCE: A City tax clearance showing no delinquency in City taxes. (See Att E)
FEES:	The contractor is responsible for any recordation, notary, and copy fees.
POINT OF CONTACT:	Direct inquiries to: Name: Marvin Thompson, Address: 1300 Perdido St, Telephone (504) 658-8047. E-mail: mthompson@cityofno.com
ATTACHMENTS:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO "A" Specifications <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO "B" Contract Terms and Conditions <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO "C" Bid Form <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO "D" DBE Notice <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO "E" Other notices, instructions, etc. 1

K08-152

**INVITATION TO BID
CITY OF NEW ORLEANS**

ATTACHMENT "A"

BID SPECIFICATIONS

1. GENERAL SPECIFICATIONS:

- a. The City of New Orleans ("City") solicits bids to obtain a requirements contract for **CLEANING AND TELEVISION INSPECTION OF SANITARY AND STORM SEWERS.**
- b. Contractors must receive an approved purchase order from the City of New Orleans Department of Finance Purchasing Bureau prior to beginning all work or acceptance and processing of all orders. Only Purchasing Agent or authorized deputies have authority to place orders chargeable to city funds. Contractor may contact Department personnel listed on the purchase order to verify the authorization of the employee placing the call.
- c. Claims against the City of New Orleans are payable only on invoices, reference City of New Orleans purchase order number, rendered to Bureau of Accounting, Room 3W02, City Hall, 1300 Perdido St., New Orleans, LA 70112
- d. City reserves the right to cancel purchase orders within a reasonable period after issuance. Should a purchase order be canceled, the City agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The City will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or performance of services prior to issuance of a purchase order.
- e. Contractor agrees to accept verbal cancellation of purchase orders.

2. GENERAL REQUIREMENTS

- 1.2.1 **General Specifications.** The General Specifications entitled "General Specifications for Street Paving" (GS SP), of the City of New Orleans, State of Louisiana (1995 Edition), shall be the General Specifications for this contract and shall govern except as otherwise revised or supplemented by the provisions contained in these Special Specifications, which this is a part thereof.
- 1.2.2 **Sequence of Work; Increase in Forces.** The sequence of completing work assignments under this contract will be left to the Director of Public Works or his designee. Should the Director of Public Works or his designee order the Contractor to increase his forces in order to ensure completion of an assignment(s) within a specified time, the Contractor shall promptly comply with such order without additional cost to the City.
- 1.2.3 **Coordination with other contractors and utilities.** The Contractor shall conduct his operations so as to work in harmony with other contractors and utilities on the site, and he shall not delay, endanger, or avoidably interfere with the activities of such others; he shall provide access to the site so that others may engage in work which, in the opinion of the maintenance engineer, is in the best interest of the public.

1.2.4 Inspection. All work, materials, and methods of construction shall be subject to the inspection of the Director of Public Works or his designee, who shall be the judge of the quality and suitability of them all for the purposes for which they are used. If any of them fail to meet with his approval, same shall forthwith be replaced, corrected, or otherwise made good, as the case may require, by the Contractor at his expense. Rejected material shall be disposed of as the maintenance engineer may direct. Acceptance of any material or workmanship shall not serve to prevent subsequent rejection by the Director of Public Works or his designee if he finds either or both to be unsatisfactory

1.2.5 Canceling Purchase Orders. City reserves the right to cancel purchase orders within a reasonable period after issuance. Should a purchase order be canceled, the City agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The City will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or performance of services prior to issuance of a purchase order. Contractor agrees to accept verbal cancellation of purchase orders.

3. SPECIAL PROVISIONS

SP-1 PRICES AND PAYMENTS: The schedule of contract items does not constitute a complete outline of the work to be performed by the Contractor in accordance with the terms of the contract but is merely a list of the items of work to which unit prices are to be applied in computing Contractor's compensation. The quantities shown are estimated and are given solely for the purpose of facilitating a comparison of Proposals. The City shall not be held responsible if the stated quantities are not even approximately correct. In computing the Contractor's compensation, none of the prices stated in the Schedule will be applied to any work except that expressly provided therein. Furthermore, in all cases where prices are quoted upon materials, they will be applied only to materials installed by the Contractor and forming a part of his approval, same shall forthwith be replaced, corrected, or otherwise made good by the Contractor at his own expense. Rejected material shall be disposed of as the Engineer may direct.

SP-2 CONDUCT OF WORK: If, in the opinion of the City (henceforth represented by the Director of Public Works, or his designee), the Contractor is, or appears to be, unable to finish a work assignment, the City shall have the right to take over and complete the work as agent of the Contractor. However, the exercise of such right by the City shall not release the Contractor or his sureties from any of his or their obligations and liabilities under the Contract or the Performance Bond. The City shall submit cost of all work done by the City as agent of the Contractor, and shall credit the Contractor with the compensation which would have been earned thereby; the difference in actual cost above the contract price shall be payable to the City by the Contractor or his Surety.

SP-3 ORDER AND DISCIPLINE: In the performance of this Contract, the Contractor shall exercise every precaution to prevent injury to persons or property; he shall erect such barricades, signs, and lights as the City believes to be suitable; he shall adopt and enforce such rules and regulations as may be necessary, desirable, or proper to safeguard the public, all persons engaged in the work and its supervision, and all traffic on adjacent streets; and he shall be responsible for the maintenance of discipline throughout the conduct of the work.

4. TECHNICAL PROVISIONS:

GENERAL

The intent of sewer line cleaning is to remove foreign materials from the lines owned by the City of New Orleans and/or the Sewerage and Water Board ("Owner") to facilitate the use of sewer line video equipment for sewer line inspection, and to restore the sewer line to a minimum of 95% of the original carrying capacity. Pipe sizes are for pipe and their arch equivalents. The City will provide map sheets for informational purposes only; the arrows indicate probable flow direction.

Safety and compliance with all OSHA confined space entry requirements will be strictly adhered to during all aspects of this Project. The Contractor shall provide written evidence of its safety program. The Contractor shall maintain an accurate inventory of safety equipment that will be used during the Project including items used for traffic control, gas detection, confined space entry gear, backup rescue crews, etc. Payment for any equipment or labor to meet confined space entry codes will be considered incidental to the project and no separate payment will be made. The Contractor may be required to provide documentation or proof of Contractor ability to comply with confined space requirements prior to beginning work.

The Contractor must provide all necessary traffic control measures in accordance with the Manual on Uniform Traffic Control Devices.

The contractor shall not be paid mobilization charges, except as specified for by-pass pumping.

DATA SUBMITTALS

- A. All line pictures will be digital .mpeg video, clear, legible and free of objectionable "snow" or haze.
- B. Electronic copies (data files) shall be submitted in an Access Database, or compatible format.
- C. The Contractor shall prepare and submit a list of defects, which appear to require immediate corrective action, based on their size and/or type, on a daily and weekly basis.
- D. To establish the working criteria for video picture quality, which must be maintained throughout the Project, the Contractor shall furnish a CD-ROM with .mpeg video footage of an actual sewer line inspection that is satisfactory to the City, and meets the job specifications for CCTV inspection. This CD-ROM shall become the property of the City and shall be used throughout the Project as a standard that the Contractor's video picture quality must meet.
- E. The Contractor shall furnish the City a hard drive or CD's that contains both data files and video files. The data files shall be able to upload into a PACP Exchange Database. Once downloaded by the City, the hard drive will be returned to the Contractor. The City shall provide labeling and file naming standards at the pre-contract conference.
- F. All inspections shall be inspected by Certified Operators. Data shall be coded according to the Sewerage and Water Board of New Orleans' Sewer Condition Classification Manual, latest edition (SWB Standard). In the event that data exists that is not covered by the SWB Standard, then that particular data shall be documented using NASSCO's Pipeline Assessment and Condition program.

DATA QUALITY CONTROL

Data must be of a quality that accurately represents conditions found in the field. Contractor must implement a Quality Assurance/Quality Control (QA/QC) Program that follows a written procedure. Contractor shall submit their QA/QC program and procedures to the City upon request.

CLEANING SANITARY AND STORM SEWER LINES

Furnish all equipment, materials, and supervision required to clean sanitary and storm sewer pipe and box culverts (hereinafter referred to as "sewer"), remove the debris, and dispose the material. Payment is to be on a per foot completed basis, center of manhole to center of manhole. Payment for arch pipe shall be the same as its round equivalent. Clean designated sewer sections using high-velocity jet sewer cleaning equipment or other sewer line cleaning equipment approved by the City. ~~The equipment shall be capable of removing dirt, grease, rocks, sand, and other~~ materials and obstructions from the sewer lines and manholes. Some sewer sections may require the use of a bucket machine to clean the sections to a satisfactory condition. The Contractor may use any tools they deem necessary, however the City reserves the right to require the use of a bucket machine. The Contractor will be required to furnish bypass pumping where required, including all equipment necessary to complete the bypass pumping operation. Should any manholes be buried or paved over, the Contractor will notify the City. Debris such as dirt, sand, rocks, grease, and other solid or semisolid materials resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing of material from sewer section to sewer section will not be allowed, and the Contractor shall provide adequate safeguards to make sure this does not occur. The water and dump charge costs shall be included in the Contractor's unit prices. The Contractor may not discharge soil sediment or debris to drainage channels or existing sewer systems.

- A. Sewer line cleaning shall be performed to remove foreign material from the storm sewer lines for clear viewing of the interior surface of the pipe during CCTV inspection or to restore service up to 95% of capacity. The Contractor shall furnish all labor, equipment, and supplies necessary for the proper cleaning of the sewers and manholes before CCTV inspection.
- B. Conditions such as broken pipe and major blockages may prevent cleaning from being accomplished, especially where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor shall not be required to clean those specific pipe sections unless the Owner removes the apparent obstruction.
- C. Obstructions such as protruding pipes, blockages, roots, etc., that can be removed by conventional means such as cutting, shall be removed by the Contractor at the rate specified for that line item.
- D. During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. Precautions shall be taken to ensure that damage to, or flooding of public or private property does not occur during the cleaning procedure.

E. Selection of the equipment used shall be based on the conditions of lines at the time the work commences. The equipment shall be capable of removing dirt, grease, roots, rocks, sand, and other materials and obstructions from the sewer lines and manholes.

F. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up at the other manhole and cleaning again attempted. If successful cleaning still cannot be performed or the equipment fails to traverse the entire manhole-to-manhole pipe segment, the Contractor shall notify the City of the problem. The situation will be reviewed, and if it is determined that a major blockage exists, the cleaning effort shall be abandoned and the Contractor shall be paid for the portion cleaned.

G. All sludge, dirt, sand, rocks, grease, and other solid or semisolid materials resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing materials from pipe segment to pipe segment, which could cause line stoppages, accumulations of sand in wet wells, interference with in-line permanent flow monitoring equipment, or damage to pumping equipment, shall not be permitted. Under no circumstances shall sewage or solids removed as a result of the cleaning operation be dumped onto the streets or in ditches, catch basins, or storm drains.

H. All sludge, dirt, sand, rocks, grease, and other solid or semisolid materials collected during the cleaning operations shall be removed by the Contractor from the site and properly disposed. All these materials shall be removed from the site at the end of each workday. Under no circumstances shall the Contractor be allowed to accumulate these materials on the site of work beyond the stated time, except in totally enclosed containers and as approved by the City.

I. If the CCTV inspection or lamping shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the sewer line at his sole expense until the cleaning is shown to be satisfactory.

TELEVISION INSPECTION OF SANITARY AND STORM SEWER LINES

Furnish all equipment, materials, and supervision required to professionally execute the internal inspection of sewer lines, in accordance with these provisions, and subject to the terms and conditions of the contract. Payment is to be on a per foot completed basis, center of manhole to center of manhole. Prior to video inspection, the sewer will be cleaned to remove all debris and sediment. Payment for cleaning shall be separate, and in addition to payment for television inspection. The television camera used for the inspection shall be one specifically designed and constructed for inspection of sewer lines. The video camera will be high-resolution color with adjustable iris focus. The camera shall have pan and tilt capabilities. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The video inspection equipment shall be capable of displaying on-screen footage distance measured. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the City; and if unsatisfactory, the equipment shall be removed and no payment will be made for the unsatisfactory inspection.

A. CCTV equipment specified shall be used to perform CCTV inspection on one manhole-to-manhole pipe segment at a time. The video camera will be centered in the

pipe during the inspection. The inspection shall be performed by moving the CCTV camera through the line along the axis of the pipe at a rate not to exceed 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with the proper documentation of the sewer conditions shall be used to move the camera through the sewer line. Any means of propelling the camera through the sewer that would exceed this rate of speed or produce non-uniform or jerky movements shall not be acceptable. The camera shall be stopped for a minimum of 5 seconds at each identifiable defect to ensure proper documentation of the line's condition. Also, the camera shall be stopped at each service connection, and the camera shall pan the service connection to video inside the service line. The inspection shall be performed in a forward or backward direction, according to the line condition at the time the inspection is made.

B. Sufficient water shall be run through the pipe so as to saturate any potential low spots so that they may be detected during television inspection. The sewer sections shall be visually inspected by means of closed-circuit television. The contractor shall control the flow in the section to no more than 25% of the internal pipe diameter and/or the utilize bypass pumping. The Contractor shall not be allowed to float the camera.

C. A log shall be kept by the Contractor when each sewer segment is televised.

D. Upon entry into the manhole, the camera shall pan 360 degrees to record the condition of the structure as it descends. Defects shall be recorded in digital format and immediately reported to the City.

E. The location with respect to the referenced manhole shall be determined with a meter device, accurate to within +/- 3%. Markings on the cable, instruments requiring observation inside a manhole, or correction of each reading for the depth of the reference manhole shall not be allowed. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device. The importance of accurate distance measurements is emphasized. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the City.

F. A storyboard showing tape number, segment number, and manhole number shall be taped for 10 seconds at the beginning of each televised line segment. All storyboard information shall be recorded on the log forms.

G. The Contractor shall have control of the movement of the CCTV camera at all times. The Contractor may control the camera by remote control, winches or tractor or by telephone or other suitable means of communications between the winches at either end of the pipe segment being surveyed

H. At the Contractor's discretion, or at the direction of the City, the camera shall be stopped or backed up to view and analyze conditions that appear to be unusual or uncommon for a sound sewer line. The Contractor shall at all times be able to move the camera through the line in either direction without loss of quality in the video presentation on the monitor. The picture shall be free of electrical interference and provide a clear, stable image of the specified resolutions at all times. The camera lens shall be cleaned as required to provide a clear image within the sewer lines.

I. If, during the inspection, the camera cannot pass through the entire pipe segment, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If the camera again fails to pass through the entire pipe segment, the City shall be notified. Upon failure of cleaning to clear the obstruction and if the City is unable to remove the blockage, the City shall be notified. The inspection work shall be considered complete, and no additional inspection work shall be required in that pipe segment.

J. In the event that the camera and equipment becomes stuck or breaks down, etc., the Contractor shall notify the City immediately. The City will remove the camera at no cost to the Contractor or will compensate the contractor for the replacement cost for equipment that is lodged in sewer.

K. Should a defective line be encountered, the Contractor must immediately notify the City. The City will be immediately notified when a defect is identified in any phase of the work that may impact the structural integrity of the pipe.

L. The City shall provide access to each manhole suitable for inspection and cleaning equipment to set directly on manhole. If access is not given, inspection completion will be determined by Contractor.

CLEANING SEWER STRUCTURES (CATCH BASINS, MANHOLES, ETC)

Furnish all equipment, materials, and supervision required to clean debris and deposits within sewer structures (hereinafter referred to as "structures") to the bottom of the structure. Contractor may be required to clean structures individually, or as part of a segment cleaning. The inside of structure shall be either cleaned manually or by specially designed equipment to remove the debris. This equipment may include bucket loaders and vacuum pumps. The Contractor is responsible for disposing of the debris removed.

A. For all structures cleaned, digital high resolution photographs shall be taken, as a minimum, showing general surrounding view, or views, well lit plan views looking down at the manhole invert before and after cleaning. Major defects in the structures and pipes shall be photographed. Digital photographs shall have minimum resolution of 72 dpi x 72 dpi and minimum dimensions of 640 x 480 pixels. Groups of digital photographs for each designated structure, orientated so that the long side of the photograph is horizontal shall be incorporated in the hard copy of the cleaning report, and shall also be supplied on a CD-ROM(s) incorporated for each work order issued by the City unless otherwise directed. The annotation for each photograph shall be clearly visible and shall have a 12 pt (uppercase) font size. Each photograph filename shall be entered into the electronic database in the appropriate record that it is associated with.

B. It is the responsibility of the contractor to comply with OSHA regulations, the OSHA Safety Guidelines and Confined Space Guidelines as applicable. The Contractor shall provide written documentation that workers have received the training required under these regulations and guidelines by qualified persons or organizations.

C. The Contractor shall scour debris or grease-laden manhole walls with a high-velocity water gun. If the impact of the high-velocity water appears to be weakening the structural integrity of the manhole wall, the Contractor shall discontinue the scouring on the manhole and notify the City.

D. Structure cleaning shall always include cleaning the opening and an area five feet adjacent to the opening for any inlet.

E. Documentation and deliverables shall be in compliance with the SWB Standard.

BYPASS PUMPING

The Contractor shall furnish all labor, supervision, tools, equipment, appliances, bulkheads, pumps, piping, related appurtenances, and materials to perform all operations in connection with bypass pumping of sewer flow for the purpose of preventing interference with the inspection, cleaning, and/or television inspection of sewer lines as well as providing reliable sewer service to the upstream users of the sewer lines.

The Contractor will be required to provide adequate pumping equipment and force mains in order to maintain reliable sewer service. The Contractor shall notify the City should a surcharge occur while bypass pumping which results in overflows. In case of bypass equipment failure, the Contractor shall discontinue work and release sewer flows until such time as the equipment failure is corrected. Under no circumstances shall the flow be interrupted or stopped, such that damage is done to either private or public property; or such that sanitary sewer flows, or overflows, into a storm sewer system or natural waterway. A qualified person shall monitor the pumps, on-site, at all times during the bypassing procedure.

All piping, joints, and accessories shall be designed to withstand the maximum bypass system pressure, or a minimum of 50 psi, whichever is greater. During bypass pumping, no sanitary sewerage shall be leaked, dumped, spilled into or onto any area outside of the existing sanitary sewerage system. When bypass pumping is complete for sanitary sewerage, all piping shall be drained into the sanitary sewerage system prior to disassembly. All piping used for sanitary sewerage bypass pumping shall be marked and shall never be used for storm sewer bypass pumping.

The Contractor shall locate bypass pumping suction and discharge lines so as to not cause undue interference with the use of streets, private driveways, and alleys.

When flow must be controlled by a pump of six inches or greater, then the bypass pumping shall be considered large. When flow can be bypassed using pumps smaller than six inches or a vacuum truck, then bypass pumping shall be considered small.

The Contractor shall be paid for setup of by-pass pumping at each sewer segment only once (even if multiple days of operation are needed), and for each hour the by-pass pumps are in operation.

MINI CAMERA INSPECTION

The Contractor shall have readily available a camera system capable of inspecting six inch lateral lines between the clean out and the main line. The lateral may have bends and other fitting which the camera must negotiate. The system must be capable of inspecting laterals up to one hundred and twenty-five (125) feet in length. This system shall be a color system.

ROOT CUTTING

The Contractor shall furnish all equipment, materials, and supervision required to remove roots penetrating the sewer lines. The Contractor shall cut and remove the roots, flush the pipe, and apply herbicidal foam to prevent re-growth.

HOURLY RATES

The contractor shall be paid hourly only when authorized in writing before cleaning begins. Hourly pay shall be utilized when the task assigned is not included in a standard bid item, or when unusual and unforeseen conditions have been encountered. It shall be the Director's sole discretion that unforeseen conditions exist.

DOCUMENTATION

Television inspection data will be provided in "hard copy" paper. The Contractor will be familiar with observation codes and data systems developed and used by the City. The data accumulated by the Contractor will clearly show the location in relation to an adjacent manhole, of each defect and infiltration point observed during the inspection. In addition, other points of significance such as location of building laterals, unusual conditions, roots, storm sewer connections, broken pipe, pipe offsets, presence of scale, corrosion, or grease and other discernable features will be entered

Photographs: Digital photographs defects shall be taken by the Contractor upon request of the City.

DVD recordings: The purpose of recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. DVD recording playback shall be at the same speed that it was recorded. All DVD's will become the property of the City. The Contractor shall have all DVD's and necessary playback equipment readily accessible for review by the City during the project. Upon receipt of the purchase order, the Contractor shall start the work within fifteen calendar days, and complete all work in a timely manner to the satisfaction of the City. The Contractor shall provide 48 hours notice to the Owner prior to starting work on any portion of the project. All work shall be performed during normal business hours and observed by the Owner, unless otherwise authorized with the City.

PRESENTATION

Unless notified by the City, each project given to the Contractor shall be delivered in no more than two (2) reports. A completed project shall consist of:

- a cover letter describing the items delivered in each report
- Separate sections for main line inspections and inspection of structures;
- Summary sheet at the beginning of each section
- The line segment field report shall contain the date of inspection, City project number, the street location, attempt number, surface cover, depth of boundary structures, direction of flow, pipe size, type of pipe, pipe joint length, length from center of structures, location of all connections and defects in the line segment, DVD, DVD designation.
- A typed copy of the field report for each structure contained in the project;
- A project map showing structures designation (IDs) contained within the project boundaries.

Excel spreadsheets, formatted for integration into the City's asset management GIS system.

FINAL ACCEPTANCE

Final acceptance of the sewer television inspection and cleaning shall be made on a purchase order by purchase order basis, upon the successful completion to the satisfaction of the City.

The City reserves the right to adjust the scope of the work to match available funds.

SCHEDULE OF BID ITEMS

The contractor shall be paid on a per Unit Price basis. The Bid Unit Price for each item shall be a combination of the Base Cost (Exhibit "D") times the contractor's bid multiplier. The multiplier shall be uniformly applied across all items of work. The multiplier shall be expressed as a decimal number. The contractor with the lowest bid multiplier shall be considered the lowest bidder.

Example:

If the contractor wants to be paid 15% more than the Base Cost, then the multiplier should be stated as 1.15. If the contractor wants to be paid 10% less than the Base Cost, then the multiplier should be stated as 0.90.

Bid Multiplier

Contractor's Bid Multiplier	0.7499
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**INVITATION TO BID
CITY OF NEW ORLEANS**

ATTACHMENT "B"

CONTRACT TERMS AND CONDITIONS

1. **EQUAL EMPLOYMENT OPPORTUNITY:** In all hiring or employment made possible by, or resulting from this contract, 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 that the Contractors 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, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
2. **ASSIGNABILITY:** The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City of New Orleans.
3. **CONFLICT OF INTEREST:** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.
4. **INDEMNIFICATION:** The Contractor shall indemnify and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.
5. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE:** Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION

COVERAGE: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

a. Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and

b. Services to be performed by Contractor are outside the normal course and scope of the City's usual business; and

c. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

8. JURISDICTION & CHOICE OF LAWS: The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of laws provisions.

9. DURATION: The services to be provided under the terms of this agreement shall begin upon execution of contract and shall end no later than twelve (12) months after. It is understood and acknowledged by all signers to this Agreement that work described under these terms is to be accomplished during the time period specified herein. The terms, conditions and duration of this agreement may be modified by an executed, written amendment to this Agreement.

10. EXTENSION: This agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the City on an annual basis for no longer than five one year periods.

11. CANCELLATION: Either party to this contract may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least (30) days before the date of termination.

12. SOLICITATION: The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, 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 him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

EXHIBIT "D"
Cleaning and TV Inspection of Sewer
Base Cost Sheet

Item #	Unit	Description	Size	Base Cost
SD-1	LF	Clean Storm Sewer	6 inch to 9 inch	\$ 2.15
SD-2	LF	Clean Storm Sewer	10 inch to 14 inch	\$ 2.30
SD-3	LF	Clean Storm Sewer	15 inch to 20 inch	\$ 2.60
SD-4	LF	Clean Storm Sewer	21 inch to 26 inch	\$ 3.50
SD-5	LF	Clean Storm Sewer	27 inch to 36 inch	\$ 4.95
SD-6	LF	Clean Storm Sewer	37 inch to 48 inch	\$ 9.60
SD-7	LF	Clean Storm Sewer	49 inch to 54 inch	\$ 17.00
SD-8	LF	Clean Storm Sewer	55 inch to 60 inch	\$ 22.00
TV-1	LF	TV Sewer	6 inch to 9 inch	\$ 1.40
TV-2	LF	TV Sewer	10 inch to 14 inch	\$ 1.50
TV-3	LF	TV Sewer	15 inch to 20 inch	\$ 1.55
TV-4	LF	TV Sewer	21 inch to 26 inch	\$ 1.60
TV-5	LF	TV Sewer	27 inch to 36 inch	\$ 1.90
TV-6	LF	TV Sewer	37 inch to 48 inch	\$ 2.10
TV-7	LF	TV Sewer	49 inch to 54 inch	\$ 2.50
TV-8	LF	TV Sewer	55 inch to 60 inch	\$ 3.00
SS-1	LF	Clean Sanitary Sewer	6 inch to 9 inch	\$ 1.50
SS-2	LF	Clean Sanitary Sewer	10 inch to 14 inch	\$ 1.60
SS-3	LF	Clean Sanitary Sewer	15 inch to 20 inch	\$ 1.70
SS-4	LF	Clean Sanitary Sewer	21 inch to 26 inch	\$ 2.50
SS-5	LF	Clean Sanitary Sewer	27 inch to 36 inch	\$ 4.00
SS-6	LF	Clean Sanitary Sewer	37 inch to 48 inch	\$ 6.00
SS-7	LF	Clean Sanitary Sewer	49 inch to 54 inch	\$ 9.00
SS-8	LF	Clean Sanitary Sewer	55 inch to 60 inch	\$ 12.00
MC-1	EA	Mini Camera Storm Sewer House Connection	All Sizes	\$ 42.00
MC-2	EA	Mini Camera Sanitary Sewer House Connection	All Sizes	\$ 39.00
RC-1	EA	Root Cut Sewer	6 inch to 9 inch	\$ 1.00
RC-2	EA	Root Cut Sewer	10 inch to 14 inch	\$ 2.00
RC-3	EA	Root Cut Sewer	15 inch to 20 inch	\$ 2.50
RC-4	EA	Root Cut Sewer	21 inch to 26 inch	\$ 3.00
RC-5	EA	Root Cut Sewer	27 inch to 36 inch	\$ 4.00
RC-6	EA	Root Cut Sewer	37 inch to 48 inch	\$ 5.00
RC-7	EA	Root Cut Sewer	49 inch to 60 inch	\$ 6.00
CS-1	EA	Clean Manhole	All Sizes	\$ 150.00
CS-2	EA	Clean Inlet (catch basubm drio ubketm grated ubket, etc)	All Sizes	\$ 150.00
CS-3	EA	Clean Manhole- Individual Work Order	All Sizes	\$ 250.00
CS-4	EA	Clean Inlet- Individual Work Order	All Sizes	\$ 250.00
H-1	HR	Combination Truck w/Operator	(min. 4 hours)	\$ 250.00
H-2	HR	Combination Truck w/Operator	(min. 4 hours)	\$ 175.00

**Cleaning and TV Inspection of Sewer
Base Cost Sheet**

Item #	Unit	Description	Size	Base Cost
BP-1	EA	By pass pump mobilization	Large	\$ 1,500.00
BP-2	EA	By pass pump mobilization	Small	\$ 500.00
BP-3	HR	By pass pumping	Large	\$ 60.00
BP-4	HR	By pass pumping	Small	\$ 45.00

INVITATION TO BID
CITY OF NEW ORLEANS

ATTACHMENT "C"
BID FORM

COMPLETE IN INK
Bidder Information:

Business Name: Magnum Construction Business Tax ID No: 80-0074117
Group, LLC

Business Address: 103 Barrett Drive
Luling, LA 70070

Business Phone: (985) 331-8202 Business Fax No: (985) 331-8203

Business E-mail: magconstruction@bellsouth.net

By: [Signature]
Signature

Dean E. Stipp, Jr.
Printed Name

Managing Member
Printed Title

2/12/08
Date

CONTRACTOR'S BID MULTIPLIER 0.7499

By initialing below,	One (1)	Two (2)	Three (3)
Bidder acknowledges receipt of addenda issued	<u>[Initials]</u>		

Bid is valid for NINETY DAYS after the bid deadline.
Attach evidence of the signing person's authority to enter the bid according to La. R. S. 38:2212.A.(1)(c).

GENERAL DECISION: LA20070040 11/09/2007 LA40

Date: November 9, 2007

General Decision Number: LA20070040 11/09/2007

Superseded General Decision Number: LA20030040

State: Louisiana

Construction Type: Highway

Counties: Jefferson, Orleans, Plaquemines, St Bernard, St Charles, St James, St John the Baptist and St Tammany Counties in Louisiana.

HIGHWAY CONSTRUCTION PROJECTS (Does not include building structures in rest area projects)

Modification Number	Publication Date
0	02/09/2007
1	07/06/2007
2	10/12/2007
3	11/09/2007

CARP1098-005 02/01/2006

ST. JAMES PARISH (North of the Mississippi River) PARISH:

	Rates	Fringes
FILEDRIVERMAN.....	\$ 19.92	5.65

CARP1846-002 02/01/2006

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (South of the Mississippi River), ST. JOHN THE BAPTIST, AND ST. TAMMANY PARISHES:

	Rates	Fringes
FILEDRIVERMAN.....	\$ 19.92	5.00

ELEC0130-010 12/01/2006

JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES, AND ST. JOHN THE BAPTIST PARISHES

	Rates	Fringes
ELECTRICIAN (including traffic signal wiring and installation).....	\$ 22.09	7.90

* ELEC1077-007 09/01/2007

ST. TAMMANY PARISH

	Rates	Fringes
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ELECTRICIAN (including traffic signal wiring and installation).....\$ 20.00 5.46

* ENGI0406-015 07/01/2007

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Asphalt/Aggregate Spreader..\$ 20.26		4.95

IRON0058-004 06/01/2006

	Rates	Fringes
IRONWORKER, STRUCTURAL.....\$ 18.70		6.18

SULA2004-014 07/30/2004

	Rates	Fringes
CARPENTER (including formbuilding/formsetting).....\$ 13.42		3.04
Cement Mason/Concrete Finisher...\$ 13.24		1.68
IRONWORKER, REINFORCING.....\$ 15.84		3.47

Laborers

Asphalt Raker.....\$ 10.13	0.18
General.....\$ 9.26	1.14
Guardrail.....\$ 8.81	1.80
Mason Tender.....\$ 8.51	1.20
Pipelayer.....\$ 9.99	1.20
Striping/Pavement Marker includes paint striping and attachment of reflector buttons.....\$ 8.24	1.20
Traffic Control including flagger, sign placement, barricades, and cones.....\$ 8.39	1.80

Painter, Brush, Spray and Roller.....\$ 14.16	2.03
--	------

Power Equipment Operators

Asphalt Paving Machine.....\$ 14.38	0.18
Asphalt Screed.....\$ 13.76	2.20
Backhoe/Excavator.....\$ 13.93	3.00
Broom/Sweeper.....\$ 12.78	2.92
Bulldozer.....\$ 13.58	0.00
Crane.....\$ 17.20	3.30
Front End Loader.....\$ 13.31	0.00
Mechanic.....\$ 13.53	2.92
Milling/Cold Planing Machine includes Rotomill and CMI Cutter.....\$ 15.50	0.00
Motor Grader/Blade.....\$ 14.42	3.02
Oiler.....\$ 13.91	2.37
Post Driver.....\$ 13.73	0.00

Roller.....	\$ 13.11	3.30
Trackhoe.....	\$ 11.00	0.00
Trenching/Boring Machine....	\$ 12.51	0.00
Truck drivers		
Dump (all types).....	\$ 10.64	0.18
Flatbed.....	\$ 10.87	0.00
Lowboy.....	\$ 13.24	0.00
Pickup.....	\$ 10.60	0.00
Water.....	\$ 12.00	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

AMENDMENT OF AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

MAGNUM CONSTRUCTION GROUP, LLC

K09.380
DPW-09-0466

AMENDMENT NO.: 1

THIS AMENDMENT, made and entered into this 24th day of April, 2009 by and between the City of New Orleans, herein represented by **C. RAY NAGIN, MAYOR** (hereinafter referred to as "City") and **MAGNUM CONSTRUCTION GROUP, LLC.**, herein represented by **MICHAEL MORRIS, MANAGING MEMBER** whose address is **103 BARRETT DRIVE, LULING, LA 70070** (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the City entered into an agreement, dated **April 10, 2008** with the Contractor, for furnishing the City of New Orleans with Cleaning & television Inspection of Sanitary & Storm Sewers: and

WHEREAS, THE City desires to amend this agreement; and

WHEREAS, such amendment shall constitute an extension of duration of the agreement; and

WHEREAS, both parties to the agreement dated April 10, 2008, desire to amend this agreement and have the necessary authority to do so.

NOW THEREFORE, it is hereby agreed: to amend the agreement as follows:

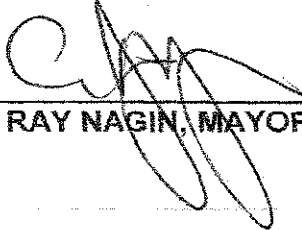
"This Agreement shall be extended for one (1) year, period beginning April 11, 2009 and expiring on April 10, 2010"

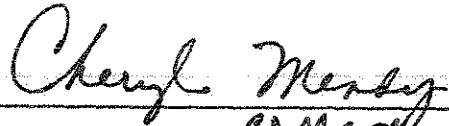
Both parties to this amendment hereby reaffirm the validity of all other provisions of the original agreement dated **April 10, 2008**, save the above and foregoing changes.



IN WITNESS WHEREOF:

ATTEST:

CITY OF NEW ORLEANS

BY: 
C. RAY NAGIN, MAYOR

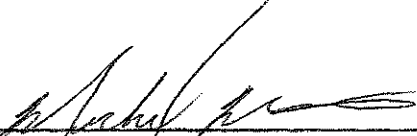

Cheryl Mendy


Michelle Duvallet

M. Duvallet

MAGNUM CONSTRUCTION GROUP,
LLC


Donna Luma




BY: 
MICHAEL MORRIS
MANAGING MEMBER
103 BARRETT DRIVE
LULLING, LA 70070

80-0074117

CORP. TAXPAYER I.D. NO.

FORM AND LEGALITY APPROVED:


Law Department
City of New Orleans

K10-510

PURCHASING 10SEP20 10:55 AM

AMENDMENT OF AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

MAGNUM CONSTRUCTION GROUP, LLC

AMENDMENT NO.: 2

THIS AMENDMENT, made and entered into this 21st day of SEPTEMBER, 2010 by and between the City of New Orleans, herein represented by **MITCHELL J LANDRIEU, MAYOR** (hereinafter referred to as "City") and **MAGNUM CONSTRUCTION GROUP., LLC.**, herein represented by **MICHAEL MORRIS, MANAGING MEMBER** whose address is **103 BARRETT DRIVE, LULING, LA 70070** (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the City entered into an agreement, dated **April 10, 2008** with the Contractor, for furnishing the City of New Orleans with Cleaning & television Inspection of Sanitary & Storm Sewers: and

WHEREAS, the City entered into an amendment no.: 1, signed **April 24, 2009** with the Contractor, for furnishing the City of New Orleans with Cleaning & television Inspection of Sanitary & Storm Sewers: and

WHEREAS, THE City desires to amend this agreement; and

WHEREAS, such amendment shall constitute an extension of duration of the agreement; and

WHEREAS, both parties to the agreement dated April 10, 2008, desire to amend this agreement and have the necessary authority to do so.

NOW THEREFORE, it is hereby agreed: to amend the agreement as follows:

"This Agreement shall be extended for one (1) year, period beginning April 11, 2010 and expiring on April 10, 2011"

Both parties to this amendment hereby reaffirm the validity of all other provisions of the original agreement dated **April 10, 2008**, save the above and foregoing

changes.


“

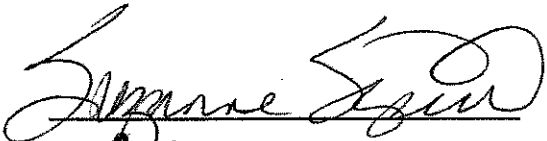
IN WITNESS WHEREOF:

ATTEST:

CITY OF NEW ORLEANS

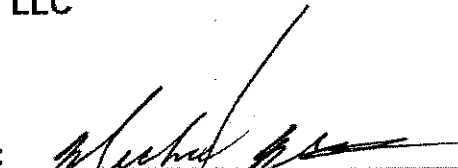
BY:


MITCHELL J. LANDRIEU, MAYOR


Wearth Baye II

MAGNUM CONSTRUCTION GROUP,
LLC

BY:



MICHAEL MORRIS
MANAGING MEMBER
103 BARRETT DRIVE
LULLING, LA 70070

Donna Deina



80-0074117

CORP. TAXPAYER I.D. NO.


BY: NANNETTE JOLIVETTE BROWN
CITY ATTORNEY

AMENDMENT OF AGREEMENT

BETWEEN

K11-512

THE CITY OF NEW ORLEANS

AND

**MAGNUM CONSTRUCTION GROUP, LLC
CLEANING & TELEVISION INSPECTION OF SANITARY & STORM SEWERS**

AMENDMENT NO.: 3

THIS AMENDMENT, made and entered into this 8 day of AUGUST, 2011 by and between the City of New Orleans, herein represented by **MITCHELL J LANDRIEU, MAYOR** (hereinafter referred to as "City") and **MAGNUM CONSTRUCTION GROUP, LLC.**, herein represented by **MICHAEL MORRIS, MANAGING MEMBER** whose address is **103 BARRETT DRIVE, LULING, LA 70070** (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the City entered into an agreement, dated **April 10, 2008** with the Contractor, for furnishing the City of New Orleans with Cleaning & television inspection of Sanitary & Storm Sewers: and

WHEREAS, the Original Invitation allowed for extensions up through April 10, 2013; and

WHEREAS, the City entered into an amendment no.: 2 signed **September 21, 2010** with the Contractor extending the duration of the Contract for one year, **April 11, 2010** and expiring on **April 10, 2011**, furnishing the City of New Orleans with Cleaning & Television Inspection of Sanitary & Storm Sewers: and

WHEREAS, the City entered into an amendment no.: 1, signed **April 24, 2009** with the Contractor extending the duration of the Contract for one year, **April 11, 2009** and expiring on **April 10, 2010**, furnishing the City of New Orleans with Cleaning & Television Inspection of Sanitary & Storm Sewers: and

WHEREAS, THE City desires to amend this agreement; and

WHEREAS, The City has determined that the Contractor will be required at times to comply with the Community Development Block Grant (CDBG) procedures; and

WHEREAS, such amendment shall add CDBG language and constitute an extension of duration of the agreement; and

AUDIT AND OTHER OVERSIGHT: It is agreed that the contractor or applicant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena

WHEREAS, both parties to the agreement dated April 10, 2008, desire to amend this agreement and have the necessary authority to do so.

NOW THEREFORE, it is hereby agreed: to amend the agreement as follows:

"This Agreement shall be extended for one (1) year, period beginning **April 11, 2011** and expiring on **April 10, 2012**"

Both parties to this amendment hereby reaffirm the validity of all other provisions of the original agreement dated **April 10, 2008**, save the above and foregoing changes.

CITY OF NEW ORLEANS

BY:  8-8-11

**MITCHELL J. LANDRIEU
MAYOR**

BY: 

**NANETTE V. JOLIVETTE BROWN
CITY ATTORNEY**

**MAGNUM CONSTRUCTION GROUP,
LLC**

BY: 

**MICHAEL MORRIS
MANAGING MEMBER
103 BARRETT DRIVE
LULLING, LA 70070**

80-0074117

CORP. TAXPAYER I.D. NO.

K12-401

AMENDMENT OF AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

MAGNUM CONSTRUCTION GROUP, LLC

CLEANING & TELEVISION INSPECTION OF SANITARY & STORM SEWERS

AMENDMENT NO.: 4

THIS AMENDMENT, made and entered into this 23 day of JULY, 2012, with an effective date of April 10, 2012, by and between the CITY OF NEW ORLEANS, herein represented by MITCHELL J. LANDRIEU, MAYOR (the "City"), and MAGNUM CONSTRUCTION GROUP, LLC, herein represented by MICHAEL MORRIS, MANAGING MEMBER, and whose address is 103 Barrett Drive, Luling, LA 70070 (the "Contractor").

WHEREAS, the City and the Contractor entered into a contract dated April 10, 2008, for the cleaning and television inspection of sanitary & storm sewers for the City (the "Agreement");

WHEREAS, the Agreement authorized five (5) annual extensions of the term of the Agreement;

WHEREAS, the City and the Contractor have agreed previously to three amendments (Amendments No. 1, 2, and 3) that extended the duration of the Agreements through April 10, 2010, April 10, 2011, and April 10, 2012, respectively, among other things; and

WHEREAS, the City and the Contractor, each having the necessary authority to do so, desire to amend the Agreement to further extend the term of this Agreement for an additional one (1) year period and to add certain terms and conditions to the Agreement;

NOW THEREFORE, the City and the Contractor amend the Agreement as follows:

1) **Renewal:** Notwithstanding any provision of the Agreement, as amended, to the contrary, the term of this Agreement is renewed for an additional one (1) year and shall expire on April 9, 2013.

2) **Special Conditions for FEMA Contracts:** The "Special Conditions for FEMA Contracts," attached as Exhibit "A" to this Amendment, are expressly incorporated in the Agreement and will be effective, notwithstanding any provision of the Agreement, as amended, to the contrary, upon the City's notice to the Contractor that the City intends to seek reimbursement from the Federal Emergency Management Agency in connection with particular work to be performed under this Agreement.

3) **Special Conditions for CDBG Contracts:** The "Special Conditions for CDBG Contracts," attached as Exhibit "B" to this Amendment, are expressly incorporated in the Agreement and will be effective, notwithstanding any provision of the Agreement, as amended, to the contrary, upon the City's notice to the Contractor that the City intends to seek reimbursement from the Community

Development Block Grant Program in connection with the particular work to be performed under this Agreement.

4) **Convicted Felon Statement:** The Contractor swears that it complies with City Code §2-8(c). 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.

5) **Non-Solicitation Statement:** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for him, 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 him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

6) **Additional Miscellaneous Provisions:** The following terms and conditions are expressly incorporated into the Agreement:

Change Order Recordation: The Contractor shall be responsible for complying with the recordation requirements set forth in La. R.S. 38:2222, including without limitation the payment of any costs associated therewith.

Ownership Interest Disclosure: The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

Subcontractor Reporting: The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

Employee Verification: The Contractor swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to

verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. The Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Contractor agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

7) **Non-Waiver:** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 
MITCHELL J. LANDRIEU, MAYOR

FORM AND LEGALTY APPROVED:

Law Department

By: 

Printed Name: ROBERT OWENS

MAGNUM CONSTRUCTION GROUP, LLC

BY: 

MICHAEL S. MORRIS, MANAGING MEMBER


CORPORATE TAX I.D.

K13-438

AMENDMENT NO. 5 TO CONTRACT

CITY OF NEW ORLEANS

AND

MAGNUM CONSTRUCTION GROUP, L.L.C.

CLEANING & TELEVISION INSPECTION OF SANITARY & STORM SEWERS

THIS AMENDMENT is made and entered into this 6 day of MAY, 2013, with an effective date of April 9, 2013, by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the "City"), and Magnum Construction Group, L.L.C., represented by Michael S. Morris, Managing Member (the "Contractor"), to renew the contract dated April 10, 2008, for the cleaning and television inspection of sanitary & storm sewers for the City (the "Contract").

NOW THEREFORE, the City and the Contractor further amend the Contract as follows:

- 1) **Renewal:** The Contract is renewed for an additional one (1) year through April 9, 2014.
- 2) **Convicted Felon Statement:** The Contractor swears that it complies with City Code § 2-8(c). 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.
- 3) **Non-Solicitation Statement:** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. 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 Amendment.
- 4) **Non-Waiver:** Except as otherwise provided by this Amendment, the terms and conditions of the Contract, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

MAGNUM CONSTRUCTION GROUP,
L.L.C.

CITY OF NEW ORLEANS

BY:

MICHAEL S. MORRIS
MANAGING MEMBER

BY:

MITCHELL J. LANDRIEU
MAYOR

CORPORATE TAX I.D

FORM AND LEGALITY
APPROVED:
Law Department

By:

Name: