

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

**PROJECT MANUAL
FOR
PARISH PROJECT NO. 24-POL-21
POND 13 LEVEE IMPROVEMENTS
AT THE NORTH TREATMENT PLANT**

JASON W. BERGERON- PARISH PRESIDENT

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12/2/2025

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Pond 13 Levee Improvements at the North Treatment Plant

TPCG Project No. 24-POL-21

T. Baker Smith Project No. 2024.0445

SECTION A

INVITATION TO BIDDERS

SECTION A

INVITATION TO BIDDERS

Sealed bids will be received on Thursday January 15, 2026, by the Terrebonne Parish Consolidated Government (TPCG) Purchasing Division, at 301 Plant Road, Houma, LA 70363 until 2:00 P.M as shown on the Purchasing Division Conference Room Clock, and TPCG shall at that time and place publicly open the bids and read them aloud.

Bid documents are posted on <http://www.centralauctionhouse.com/rfp.php?cid=65>. To view these, download, and receive bid notices by e-mail, you must register with Central Auction House (CAH). Vendors/Contractors have the option to submit their bids electronically or by paper copy. For information about the electronic submittal process, contact Bobby Callender with Central Auction House at (225) 810-4814.

Each bid shall be either hand delivered by the bidder or his agent, or such bid shall be sent by United States Postal Service registered or certified mail with a return receipt requested, or shall be submitted electronically with Central Auction House (CAH). Bids shall not be accepted or taken, including receiving any hand delivered bids, on days which are recognized as holidays by the United States Postal Service.

**The mailing address for bids is: TPCG Purchasing Division
301 Plant Road
Houma, Louisiana 70363**

No bid received after the scheduled time for opening will be considered. Failure of the U.S. Mail to deliver the bids timely shall not be considered due cause for the scheduled time of the bid opening to be extended.

Project Name: Pond 13 Levee Improvements at the North Treatment Plant
Parish Project No: 24-POL-21

Project Description: This project includes the reconstruction of an existing retention levee at the TPCG North Wastewater Plant. The proposed improvements will increase the elevation of the existing levee and associated features including, but not limited to, an existing limestone roadway. Incidental features will be improved including slabs, fencing, and the existing concrete ramp. The existing dump station will be demolished and reconstructed.

Estimated probable construction cost is \$445,000.00

Bids must be submitted on the Louisiana Uniform Public Works Bid Form furnished with the Bidding Documents. A single set of Bidding Documents shall be issued at the cost of reproduction to contractors who are licensed by the Licensing Board of Contractors.

This Project shall require a Louisiana Contractors license number for Municipal & Public work or Highway Street & Bridge.

Bidding Documents for this Project are on file in the office of the Terrebonne Parish Consolidated Government, Purchasing Division, 301 Plant Road, Houma, Louisiana. Please contact Philip Chauvin, Jr. at 985-223-9228 or philip.chauvin@tbsmith.com for any clarification or information with regard to the specifications.

A Non-mandatory Pre-Bid Conference will be held on Tuesday January 6, 2026, at 10:00 AM at the office of Pollution Control, located at 2000 St. Louis Canal Road, Houma, LA 70364. Project area site visit to follow directly after the non-mandatory pre-bid conference.

The Terrebonne Parish Consolidated Government reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.

/s/ Jason W. Bergeron

JASON W. BERGERON, PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT

Publish

December 9, 2025

December 16, 2025

December 23, 2025

SECTION B

INSTRUCTION TO BIDDERS

SECTION B

INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the Standard General Conditions and the Supplementary Conditions.
- 1.2 Other terms used in the Bidding Documents and not defined elsewhere have the following meanings which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the date for opening of Bids which may interpret or modify the Bidding Documents by additions, deletions, clarifications, or corrections.

Alternate – An item on the bid form that may either increase or decrease the quantity of work or change the type of work within the scope of the project, material, or equipment specified in the bidding documents or both. The owner may or may not incorporate an alternate into the contract at the time of contract award.

Base Bid – The amount of money stated in the bid as the sum for which the bidder offers to perform the work described in the bidding documents prior to the adjustments for alternate bids but including any unit prices.

Louisiana Uniform Public Works Bid Form (Bid Form) - The written offer of the Bidder on the bid forms furnished within the Bidding Documents for the Work proposed.

Bid – A complete signed proposal to perform work or a designated portion for a stipulated sum in accordance with the bidding documents.

Bidder - An entity or person who submits a bid for a contract with the owner. A bidder is not a contractor on a specific project until a contract is executed between the bidder and the owner.

Successful Bidder - The lowest responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.

Bid Security – A bid bond or deposit submitted with a bid to guarantee to the owner that the bidder, if awarded the contract, will execute the contract within a specified period of time and will furnish any bonds or other requirements of the bidding documents.

Bidding Documents – means the bid notice or invitation to bidders, plans and specifications, instructions to bidders, bid form, addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.

Legal Alien - Is a person who is or was lawfully present or permanently residing legally in the United States and allowed to work at the time of employment and remains so throughout the duration of that employment.

Owner – The public entity issuing the bid.

Public entity – Means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision.

Public Work – means the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.

Qualifications Submittals - The information required on AIA Document A305, and as required the Preliminary Progress Schedule, the Bid Breakdown and Subcontractor Qualifications Statement List.

Status Verification System - Means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324(a), and operated by the United States Department of Homeland Security, known as the “E-Verify” program.

Unit Price – The amount stated on the bid form representing the price per unit of materials and/or services.

2.0 COPIES OF BIDDING DOCUMENTS

- 2.1 A single complete set of the Bidding Documents may be obtained as set forth in the Invitation to Bidders.
- 2.2 Complete sets of Bidding Documents should be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and ENGINEER, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 Before submitting a Bid it is recommended that each Bidder (a) examine the Bidding Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress, performance or furnishing of the Work, (c) familiarize himself with and consider federal, state and local Laws and Regulations that may in any manner affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Bidding Documents, and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Bidding documents.
- 3.2 Review the Supplementary Conditions for identification of:

- 3.2.1 those reports of explorations and tests of subsurface conditions at the site which have been utilized by ENGINEER in preparation of the Bidding Documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of Bidding or construction.
- 3.2.2 those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by ENGINEER in preparation of the Bidding Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of Bidding or construction.
- 3.2.3 Copies of subsurface soil investigation reports and drawings will be made available by OWNER to any Bidder on request if such report exists. Those reports and drawings are not part of the Bidding Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 3.2.1 and 3.2.2 are incorporated therein by reference. Such technical data has been identified and established in the General Conditions, Article 4.
- 3.3 Information or data reflected in the Bidding Documents with respect to Underground Facilities at or contiguous to the site is based upon information or data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.
- 3.5 Before submitting a Bid each Bidder may, at Bidder's own expense and with OWNER's prior approval, make or obtain any additional examinations, investigations, explorations, tests and studies and may obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may in any manner affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 3.6 On request in advance, OWNER may provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 3.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use in performing the Work are

identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, access, or storage of materials and equipment are to be provided by Successful Bidder who has been awarded the Contract. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

- 3.8 Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, Federal, State and local laws, ordinances, rules and regulations affecting the execution of the Work and the furnishing of the necessary materials. This requirement includes, but is not limited to, applicable regulations concerning minimum wages, non-discrimination in employment, protection of public and employee safety and health, environmental protection, fire protection and permits, and fees and licensing.
- 3.9 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with recommendations of this Article; that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding and Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4.0 INTERPRETATIONS AND ADDENDA

- 4.1 All questions about the meaning or intent of the Bidding Documents are to be directed to ENGINEER as set forth herein. Interpretations, clarifications, or modifications considered necessary by ENGINEER in response to such questions will be issued by Addenda as set forth below.
- 4.2 Bidders shall promptly notify ENGINEER in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification or interpretation of any of the Bidding Documents shall make a written request of the ENGINEER at the address in the Bidding Documents or Contract Documents.
- 4.3 All requests pertaining to questions about the meaning or intent of the Bidding Documents received less than ten days prior to the date for opening of Bids may not be answered unless, in the opinion of the ENGINEER, the ambiguity in the Bidding Documents is so significant that it may necessitate postponement of the Bid date and issuance of an addendum to respond to the Bidder's request.
- 4.4 Any interpretation, clarification, correction, or modification to the Bidding Documents shall be only by a written addendum. Interpretations, clarifications, corrections or modifications made by any other manner shall not be binding and shall not be relied upon by Bidders. Addenda shall be transmitted in accordance with Louisiana Bid Law.
- 4.5 Addenda may be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.
- 4.6 **Prior to submittal of bids, each Bidder shall ascertain that he has received all addenda issued. The Bidder shall acknowledge receipt of each Addendum by**

completing the acknowledgment space provided on the Bid Form. Failure by a Bidder to acknowledge each individual addendum shall render that Bidder's Bid proposal non-responsive.

5.0 BID SECURITY

- 5.1 The bid must be accompanied by bid security which shall be in the amount of five (5%) percent of the proposed total contract amount. Said security can be in the form of a certified check, cashier's check, or bid bond.
- 5.2 The Bid Security of the Successful Bidder will be retained until such Bidder has furnished other additional information and required documentation in accordance with the bidding documents, executed the Standard Form Agreement, furnished the required payment and performance bonds, and provided the required insurance documentation whereupon the Bid Security will be returned. If the Successful Bidder fails to furnish other required documentation or to execute and deliver the Standard Form of Agreement and furnish the required bonds, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited to OWNER. Should the OWNER be required to engage the services of an attorney in connection with the enforcement of Bids, Bidder agrees to pay OWNER's reasonable costs, including attorney fees, and all court, arbitration, or hearing costs incurred with or without suit. The Bid Security of any Bidder whom OWNER believes to have a reasonable possibility of receiving the award may be retained by OWNER until the forty-fifth (45th) day after the Bid opening or seven (7) days after the effective date of the Standard Form of Agreement.

6.0 CONTRACT TIME:

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for Final Payment (the Contract Times) are set forth in the Standard Form of Agreement. If for any reason, a Bidder believes that the Contract Time specified is insufficient or excessive to complete the work, said Bidder shall so inform the ENGINEER at the Pre-Bid Conference or at any time prior to the deadline for the receipt of requests for clarification/interpretation. Replies may be issued by addenda in accordance with these Instructions to Bidders.

By submission of bid, Bidder acknowledges and represents that Bidder has carefully correlated the provisions in Article 3 of the Standard Form of Agreement with the other terms and conditions of the Bidding Documents and unequivocally accepts the contract time for the work and any other designated parts of the work as specified.

- 7.0 LIQUIDATED DAMAGES:** By submission of bid, Bidder unequivocally accepts the liquidated damages provisions set out herein and specified in Article 3 of the Standard Form of Agreement in the event of failure, neglect or refusal to complete the work, or any designated part of the work, within the corresponding contract times.

By submission of Bid, Bidder agrees that for each calendar day beyond the Contract Time set forth in the Agreement, and any extension thereof, that the Work remains incomplete, the Owner may retain from the total amount of the Contract Price, as Liquidated Damages the following sums: Fifteen Hundred Dollars (\$1,500.00) a day.

8.0 SUBSTITUTE MATERIAL AND EQUIPMENT OR "OR-EQUAL" ITEMS

- 8.1 Whenever materials or equipment are specified or described in the Bidding Documents or specifications by using the name of a certain brand, make, supplier, manufacturer, or definite specification; the naming or specification of the item is only intended to denote the quality standard of the product and they do not restrict bidders to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equivalent products will be acceptable. It shall be the responsibility of the professionally employed architect or engineer to determine what is considered an equivalent product on any and all projects in which he has been legally employed to perform his professional services.
- 8.2 With respect to equal brand products other than those specified:
- (1) The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality standard of the article desired, but does not restrict bidders to the specific brand, make, manufacturer, or specification named. It is to set forth and convey to prospective bidders the general style, type, character, and quality of article desired.
 - (2) When in specifications or contract documents a particular brand, make of material, device, or equipment is shown or specified, such brand, make of material, device, or equipment shall be regarded merely as a standard.
- 8.3 When in specifications or contract documents an architect, prime design professional or engineer specifies a particular brand, make of material, device, or equipment, or equal thereto, he shall adequately identify said product by including, minimally, the model or catalog number of the product.
- 8.4 A potential supplier may submit a particular product for prior approval, other than a product specified in the contract documents, no later than fourteen working days prior to the opening of bids. Within ten days, exclusive of holidays and weekends, after submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. If the prime design professional fails to respond within the time period provided for in this Paragraph, the bid shall be extended at least seven but not more than twenty-one working days.

9.0 PROPOSAL DOCUMENT FORMS

- 9.1 Bid Forms for the Project are included with the Bidding Documents; additional copies may be obtained from ENGINEER.
- 9.2 Bids shall be submitted on the Bid Forms provided with the Bidding Documents. All blank spaces on the bid form required for Bid prices shall be properly filled in ink, or typed, in both words and figures as indicated.

10.0 PREPARATION AND SUBMISSION OF BIDS

- 10.1 Bids shall be submitted by the time and at the place indicated in the Invitation to

Bidders and, unless submitted electronically, shall be enclosed in an opaque sealed envelope. The envelope shall be marked with the Project title and name of the Bidder as set forth in the Invitation to Bidders. If the bid does not display the contractor's license number on the bid envelope, the bid shall be automatically rejected, returned to the bidder marked "Rejected", and not be read aloud.

- 10.2 Each bid shall be either hand delivered by the bidder or his agent, or such bid shall be sent by registered or certified mail with a return receipt requested, or shall be submitted electronically with Central Auction House (CAH) (<http://www.centralauctionhouse.com/rfp.php?cid=65>). Bids shall not be accepted or taken including receiving any hand delivered bids, on days which are recognized as holidays by the United States Postal Service.**

- 10.3 The following items are to be included within each Bid:**

10.3.1 Completed Uniform Public Works Bid Form.

10.3.2 Signature Authorization. Written evidence of the authority of the person signing the bid for public works shall be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5) as follows:

- (a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
- (b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.
- (c) The legal entity has filed in the appropriate records of the secretary of state of this state an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

Failure to include the appropriate signature authorization shall result in rejection of the bid as non-responsive.

10.3.3 Bid Bond with Power of Attorney, or Certified Check or Cashier's Check, all in the amount of five (5%) percent of the amount of the bid.

10.3.4 The Unit Price Form where unit prices are utilized. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

- 10.4 Only for the purpose of interpretation of the base bid total and alternate bids, when applicable, written words shall govern if a conflict exists between words and numerals. If the public works requires unit price bids and there is a**

discrepancy between the base bid total and the sum of extended unit prices, the unit price shall govern.

- 10.5 A bidder may alter or correct an entry on the bid form by crossing out the entry, entering the new figure above or below the deleted entry, and initialing on the line of change. The crossing out of an entry and the initials shall be legibly handwritten with ink or typed. Any ambiguity arising from entries altered or corrected on the Bid Form will cause the rejection of said Bid Proposal as non-responsive.
- 10.6 **TAXES:** It is understood that all applicable taxes are included in the Bid price. Successful bidder as an authorized agent of OWNER will be authorized by OWNER to receive an exemption from Louisiana State Sales taxes related to the work to be performed. As such, the bid price should reflect this exemption.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 Bids may be modified or withdrawn by an appropriate written document duly signed and authorized (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn, modified, or explained except as provided for herein.
- 11.2 In accordance with Louisiana law, more particularly, R.S. 38:2214, as may be amended, bids containing patently obvious, unintentional, and substantial mechanical and clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the bidder if clear and convincing sworn, written evidence of such errors is furnished to the OWNER within 48 hours of the bid opening excluding Saturdays, Sundays and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If the OWNER determines that the error is a patently obvious mechanical, clerical or mathematical error, or unintentional omission of a substantial quantity of work, labor, material or services as opposed to a judgment error, and that the bid was submitted in good faith, it shall accept the withdrawal and return the bid security to the bidder. A bidder who attempts to withdraw a bid under these provisions of this section shall not be allowed to re-submit a bid on the contract. Any modifications or amendments to the above stated applicable State law shall supersede this procedure.

12.0 OPENING OF BIDS

- 12.1 All Bids received prior to the announced closing time for the receipt of Bids stipulated in the Invitation to Bidder will be opened publicly. Bids will be read aloud and a tabulation of the amounts of the Base Bids and alternates (if any) will be made available to Bidders after the opening of Bids.
- 12.2 Any Bid received after the announced closing time will be returned unopened. Any uncertainty as to whether a Bid was submitted in time will be resolved against the Bidder.

13.0 BIDS TO REMAIN OPEN

- 13.1 The OWNER shall act not later than forty-five calendar days after the date of opening Bids to award such public works contract to the lowest responsible and responsive bidder or to reject all bids.
- 13.2 The OWNER and the lowest responsible and responsive bidder, by mutually written consent, may agree to extend the deadline for award by one or more extensions of thirty calendar days.

14.0 AWARD OF CONTRACT

- 14.1 To the extent permitted by applicable local, state and federal laws and regulations, OWNER reserves the right to reject any and all Bids for just cause. The Terrebonne Parish Consolidated Government reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.
- 14.2 In order to be responsive, the apparent low bidder must submit the additional information and documentation required by the OWNER and ENGINEER within the time delays established by law.
- 14.3 The apparent low Bidder must establish to the complete satisfaction of the OWNER, a minimum, that he has: (a) adequate financial resources to meet bid Contractual obligations and will maintain same for the Contract Time; (b) adequate equipment to perform the Work properly and within the Contract Time; (c) the necessary experience and technical qualifications in the type of Work provided for in the Contract; (d) conformed to the Qualification Submittals as requested.
- 14.4 OWNER may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time. OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER'S satisfaction.
- 14.5 If the Contract is to be awarded for the Work, it will be awarded to the lowest responsive and responsible Bidder as determined by the evaluation of the corresponding Bid. The successful Bidder who is awarded the Contract will be required to perform the Work as an Independent Prime Contractor. No assignment of a Contract will be allowed without written permission from OWNER.

SECTION C
PROPOSAL FORMS

SECTION C
LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, Louisiana 70361

(Owner to provide name and address of owner)

BID FOR: Pond 13 Levee Improvements at the North
Treatment Plant
TPCG Project No. 24-POL-21

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: _____

T. Baker Smith, LLC

and dated: _____

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____.

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ N/A _____ Dollars (\$ _____ N/A _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218(A) attached to and made a part of this bid.

SECTION C
LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: Terrebonne Parish Consolidated Government

**BID
FOR:**

Pond 13 Levee Improvements at the North
Treatment Plant

P.O. Box 2768

Houma, Louisiana 70361

TPCG Project No. 24-POL-21

(Owner to provide name and address of owner)

*(Owner to provide name of project and other identifying
information)*

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	REMOVAL OF STRUCTURES AND OBSTRUCTIONS		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
202-01-00100	1.0	Lump Sum		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	BORROW MATERIAL (AVM)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
203-07-00100	4,770.0	Cubic Yard		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	GEOTEXTILE FABRIC (CLASS-D)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
203-08-00100	1,600.0	Square Yard		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	CLASS II BASE COURSE (LIMESTONE)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
302-02-12020	54.0	Square Yard		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	AGGREGATE SURFACE COURSE (AVM)		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
401-02-00100	575.0	Cubic Yard		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	SEEDING		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
717-01-00100	4,700.00	Square Yard		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	FERTILIZER		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
718-01-00100	4,700.00	Square Yard		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	MOBILIZATION		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
727-01-00100	1.0	Lump Sum		

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

SECTION C
LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: Terrebonne Parish Consolidated Government

**BID
FOR:**

Pond 13 Levee Improvements at the North
Treatment Plant

P.O. Box 2768

Houma, Louisiana 70361

TPCG Project No. 24-POL-21

(Owner to provide name and address of owner)

*(Owner to provide name of project and other identifying
information)*

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# CONSTRUCTION LAYOUT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
740-01-00100	1.0	Lump Sum		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# CONSTRUCTION SITE SURVEY (VERIFICATION)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
804-17-00100	1.0	Lump Sum		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# REINFORCED CLASS "A" STRUCTURAL CONCRETE (4000 PSI)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
805-01-00100	44.0	Square Yard		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# REMOVAL OF DEMOLITION DEBRIS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
NS-MNT-50002	625.0	Cubic Yard		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# DEGRASSING			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
S-001	4,700.0	Square Yard		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# STEEL PIPE BARRIERS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
S-002	1.0	Lump Sum		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# STEEL SHEETPILE (PZ-22)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
S-003	330.0	Square Feet		

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of

in a meeting duly assembled that

(Name) (Title)

of the Corporation, be, and he is hereby authorized, empowered and directed for and on behalf of the Corporation to negotiate for and sign any and all bid proposals and/or contracts which this Corporation might enter for the furnishing of services for the Corporation under such terms, conditions and stipulates, and for such consideration as he might deem to the best interest of the Corporation.

* * * * *

I, _____(Name)
Secretary of _____do
hereby certify that the above and foregoing is a true and correct copy
of Resolution unanimously adopted at a meeting of the Board of
Directors of said Corporation held on the _____day of _____,
20____, at which meeting all members of the Board of Directors were
present and voted thereon and that said Resolution has been spread
upon the minute books of the Corporation, and same is in full force
and effect.

WITNESS MY SIGNATURE THIS _____ day of _____, 2026, at _____, Louisiana.

Secretary

SECTION D
ADDITIONAL INFORMATION AND DOCUMENTATION
REQUIRED

SECTION D

ADDITIONAL INFORMATION AND DOCUMENTATION REQUIRED OF APPARENT LOW BIDDER ONLY

15.0 DUE WITHIN 10 DAYS FROM OPENING OF BID

In order to be responsive and no later than ten (10) days after the date bids are opened, the apparent low bidder must submit the following additional information and documentation as required by the OWNER or ENGINEER as indicated below:

If the apparent low bidder does not submit the proper information or documentation as required by the bidding documents within the ten-day period, such bidder shall be declared non-responsive, and the public entity may award the bid to the next lowest bidder, and afford the next lowest bidder not less than ten days from the date the apparent low bidder is declared non-responsive, to submit the proper information and documentation as required by the bidding documents, and may continue such process until the public entity either determines the low bidder or rejects all bids.

15.1 REQUIRED: a Criminal Attestation Affidavit in accordance with LARS 38:2227–sample attached

15.2 REQUIRED: an E–Verification Form in accordance with LARS 38:2212.10 – sample attached

15.3 [NOT] REQUIRED: Non-collusion affidavit. The apparent low Bidder must submit a sworn statement, in the form required by Terrebonne Parish Consolidated Government, certifying that the Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this project. The sworn statement shall be in the form of an affidavit, executed and sworn to by the bidder before persons authorized by laws of the state to administer oaths.

15.4 [NOT] REQUIRED: If Bid Bond is submitted electronically, the hard copy of the bid bond must be submitted by the apparent low bidder.

15.5 It is the intention of OWNER to award Contracts to Bidders competent to perform and to complete the Work in a satisfactory manner. OWNER and ENGINEER reserve the right to request additional information and documentation not set out below or set out below but not currently required. The apparent low Bidder must be prepared to submit the following within ten days of the date bids are opened:

15.5.1 [NOT] REQUIRED: Preliminary Progress Schedule, as follows:

15.5.1.1 The "Preliminary Progress Schedule" pertaining to Proposal Documents for the Work designated under this Contract shall consist of three copies of a "Summary Bar Chart" and a "Narrative." Activities in the Summary Bar Charts, unless otherwise indicated, should show the order in which Bidder proposes to perform the Work pursuant to the specified Contract dates and sequencing conditions, and should indicate starting and completion dates of

Work pertaining to each Division of the technical specifications. Bar chart activities should further identify significant fabrication, installation, testing, submittals and approvals, deliveries, OWNER's responsibilities and those of affected utilities and similarly involved third parties. Weekly or monthly rates of production for fabrication and installation should be shown for each activity on the Summary Bar Chart.

15.5.2 [NOT] REQUIRED: Bid Breakdown, as follows:

15.5.2.1 The "Bid Breakdown" should be show the quantities, as required, unit prices, as required, a description of each unit, as required, and total costs for each item for the entire Work as contemplated in the Contract. The Bidder agrees that these separate Bid Breakdown Prices, where they are applicable and determined to be reasonable by OWNER and at OWNER'S discretion, a) may be utilized as Contract prices for the purposes of measurement and payment, b) may be utilized to add or deduct separate Bid Breakdown Items from the Contract, and c) may be used in Change Orders which add or deduct like Work.

15.5.3 [NOT] REQUIRED: Subcontractor "Qualifications Statement List," as follows:

15.5.3.1 The "Qualifications Statement List" for all proposed Subcontractors, proposed Suppliers, and other persons or organizations, including those who are to furnish the principal items of material and equipment, with a value in excess of \$100,000 or 10% of the maximum Base Bid Total Amount, whichever is lower. This list should include the name and address of the Subcontractor, Supplier, or other person or organization and a description of the services, materials or equipment to be supplied. Such list should be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, Supplier, or other person or organization if requested by OWNER. The list of principal items of equipment should include the name of the locations at which similar size and type of equipment, as that specified, is in service.

15.5.3.2 If OWNER or ENGINEER after due investigation has reasonable objection to the responsibility of any proposed Subcontractor, Supplier, or other person, organization, or equipment, OWNER may, before giving Notice of Award, request a Bidder to perform the associated parts of the Work or to submit an acceptable substitute, without an increase in Bid price. If a Bidder declines to make such substitution, the Contract may not be awarded to such Bidder.

15.5.3.3 The Contract, if awarded, will be on the basis that the total amount of the subcontracted Work shall not exceed 50% of the Bid price. Procedures for approval of Subcontractors, Suppliers, and other persons or organizations, after execution of the Agreement, are described in Article 6.8.1 of the General Conditions.

15.5.4 [NOT] REQUIRED: information required on AIA Document A305.

If, upon receipt and evaluation of these submittals, Bidder does not pass the evaluation to OWNER's satisfaction, OWNER reserves the right to reject the Bid pursuant to Article 14 of the Instructions to Bidders.

15.6 [NOT] REQUIRED: Where the apparent low bidder desires to submit a substitute material or equipment from those specified in the Bidding Documents:

- 15.6.1 A written proposal of an equivalent material or equipment from a potential supplier that is submitted to the ENGINEER should certify (and include drawings, specifications and other relevant information showing) that the proposed item (a) has the same essential characteristics of the item named or specified, (b) will equally perform the functions and achieve the results called for by the original design concept, (c) is suited to the same use as that item named or specified in the bid documents, (d) is at least of equal materials of construction, quality and necessary design features as that item named or specified in the Bidding Documents, (e) conforms substantially to the desired detailed requirements for the item named or specified, including, but not limited to, durability, strength, appearance and aesthetics (where aesthetics are significant), safety, service, life, reliability, economy of operation and ease of maintenance, and (f) offers a proven record of performance and service for at least three years before the date of Bid opening.
- 15.6.2 The proposal from a potential supplier should include (a) a list of installations that have been in service for at least three years before the date of Bid opening (including the name, address and telephone number of a person familiar with and at the installation), and (b) sufficient Shop Drawing data and other data as may be necessary to allow the ENGINEER to determine whether the naming or specification of that item may be used to denote the essential characteristics of the item desired.
- 15.6.3 The ENGINEER may consent to these proposals if, in the ENGINEER's judgment, the proposed item also may be used to denote the quality standard of the item desired, and to convey and establish the general style, type, character and quality of material or equipment desired. Lack of adequate information may be sufficient cause for rejecting a proposal.
- 15.6.4 The ENGINEER will furnish notice to the OWNER and the potential supplier of the ENGINEER's approval or denial to adding the brand, make, supplier, manufacturer or specification.
- 15.6.5 A potential supplier may submit a particular product for prior approval, other than a product specified in the contract documents, no later than fourteen working days prior to the opening of bids. Within ten days, exclusive of holidays and weekends, after submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted. If the prime design professional fails to respond within the time period provided for in this Paragraph, the bid shall be extended

by at least seven but not more than twenty-one working days.

16.0 DUE WITHIN 10 DAYS OF RECEIPT OF NOTICE OF AWARD

Within ten (10) days of receipt of Notice of Award by the successful bidder, the following information and documentation will be required:

- 16.1 REQUIRED:** PERFORMANCE AND PAYMENT BONDS - Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and payment Bonds. When a Successful Bidder delivers the executed Agreement to OWNER, it shall be accompanied by the required performance and payment Bonds.
- 16.2 REQUIRED:** A Notice of Award to a Successful Bidder will be accompanied by multiple unsigned counterparts of the corresponding Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, that Successful Bidder shall sign and deliver to the OWNER the required number of counterparts of the Agreement and attached Contract Documents and the required Bonds.
- 16.3 REQUIRED:** Following notice of award to the successful bidder, CONTRACTOR must comply with the provisions of the Louisiana First Hiring Act for the following types of contracts for public works:

any public work funded by monies received by OWNER from the Federal Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2011, hereinafter referred to as "RESTORE", or as a result of any settlement related to the explosion on, and sinking of the mobile offshore drilling unit Deepwater Horizon or the Comprehensive Master Plan for Coastal Protection. The term "contract" shall include awards and notices of award; contracts of a fixed-price, cost, cost plus a fixed-fee, or incentive type contracts; contracts providing for the issuance of job or task orders; leases; letter contracts; and purchase orders; (LARS 39:2201(2))

Pursuant to LARS 39:2204, compliance requires the CONTRACTOR, within ten days of the contract having been awarded, to submit to the Louisiana Workforce Commission the following information:

- (1) The number and types of jobs anticipated for the project.
- (2) The skill level of the jobs anticipated for the project.
- (3) The wage or salary range for each job anticipated for the project.
- (4) Methods, if any, that the contractor will use to recruit unemployed persons or persons employed in low wage jobs to fill job openings for the project.

The Louisiana Workforce Commission shall provide the CONTRACTOR with a list of people eligible for employment. An eligible person shall be a resident of a parish within the coastal zone as defined by the Louisiana State and Local Coastal Resources Management Act.

Sample
Required of Apparent Low Bidder Only
AFFIDAVIT
VERIFICATION OF CITIZENSHIP

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

(name)

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

1. I am the _____ of _____.
(title) (company)

2. I swear that _____ is registered and participates in a status verification system
(company)
to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3. I verify that if _____ is awarded the contract, it shall continue, during the
(company)
term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

4. I acknowledge that _____ shall require all subcontractors to
(company)
Submit to _____ a sworn affidavit verifying compliance with Paragraphs (2) and (3) of
(company)
the Affidavit.

Name:

Title:

Company:

Sworn to and subscribed before me at Houma, Louisiana,
on this _____ day of _____ 2026.

NOTARY PUBLIC

Sample
Required of Apparent Low Bidder Only
ATTESTATION
AFFIDAVIT AS TO LA. R.S. 38:2227

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared:

(print name of affiant signing affidavit)

who did depose and state:

PART I. TO BE COMPLETED BY SOLE PROPRIETOR

(Business Entities must complete Parts II and III.)

1. that he is a sole proprietor doing business under the name _____.
2. that his address is _____.
3. that on _____, he did submit a bid for a public contract with Terrebonne Parish Consolidated Government, for the construction of Parish Project No.24-POL-21, bearing the name: Pond 13 Levee Improvements at the North Treatment Plant.
4. that since July 2, 2010, he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(1), as may be revised, which consists of the following non-exclusive list: *Public bribery, Corrupt influencing, Extortion, and/or Money laundering*; and
5. that since July 2, 2010, or for a period of five years prior to the date of his bid for said project, whichever is shorter, he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(2), as may be revised, as a result of an offense committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes, said crimes consisting of the following non-exclusive list: *Theft, Identity theft, Theft of a business record, False accounting Issuing worthless checks, bank fraud, Forgery, Contractors; misapplication of payments, and/or Malfeasance in office.*

PART II. TO BE COMPLETED BY AUTHORIZED AGENT OF BUSINESS ENTITY

(Sole Proprietors must complete Parts I. and III.)

1. that he is _____, a duly authorized representative of _____ (hereinafter the "bidding entity"), who's address is _____.
2. that on _____, the said bidding entity did submit a bid for a public contract with Terrebonne Parish Consolidated Government, for the construction of Parish Project No. 24-POL-21, bearing the name: Pond 13 Levee Improvements at North Treatment Plant.
3. that since July 2, 2010, no individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La.

R.S. 38:2227(B)(1), as may be revised, which consists of the following non-exclusive list: *Public bribery, Corrupt influencing, Extortion, and/or Money laundering*; and

4. that since July 2, 2010, or for a period of five years prior to the date of said bidding entity's bid for said project, whichever is shorter, no individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(2), as may be revised, as a result of an offense committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes, said crimes consisting of the following non-exclusive list: *Theft, Identity theft, Theft of a business record, False accounting, Issuing worthless checks, bank fraud, Forgery, Contractors; misapplication of payments, and/or Malfeasance in office.*

PART III. ATTESTATION

Affiant Signature: _____

Affiant Name Printed: _____

Title of Affiant: _____

Bidding Entity or Company: _____

Sworn to and subscribed before me, in the Parish of _____, Louisiana this _____ day
of _____, 2026.

NOTARY PUBLIC

SECTION E

PERMITS

TYLER PATRICK GRAY
SECRETARY

DUSTIN H. DAVIDSON
DEPUTY SECRETARY



MARK NORMAND, JR.
UNDERSECRETARY

MANNY ACOSTA
OIL SPILL COORDINATOR

KEITH O. LOVELL
ASSISTANT SECRETARY
COASTAL MANAGEMENT

AMANDA MCCLINTON
ASSISTANT SECRETARY
ENERGY

ANDREW B. YOUNG
ASSISTANT SECRETARY
MINERAL RESOURCES

STEVEN M. GIAMBRONE
INTERIM DIRECTOR
CONSERVATION

DEPARTMENT OF ENERGY AND NATURAL RESOURCES

04/30/2025

T. BAKER SMITH, LLC
P.O. BOX 2266
HOUMA, LA 70361
Attn: Michael Trahan

**RE: P20250291, Coastal Use Permit Application
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

Terrebonne Parish Consolidated Government proposes to improve the levee surrounding Pond 13 of the North Water Treatment Plant.

Dear Michael Trahan:

After careful review of the referenced Coastal Use Permit application, it has been determined that the proposed activity is of Local Concern. This means that your permit application has been forwarded to, and will be processed separately by, the US Army Corps of Engineers - New Orleans District and the local **Terrebonne Parish Coastal Management Program**, not by the state's Office of Coastal Management. Please be advised that your application fee, if provided, can be refunded to you by completing and submitting the attached Refund Request. Also be advised that the parish local program may require an application fee.

For further information, please call **Mart Black, Director** of Terrebonne Parish at **(985)873-6889** and/or fax any correspondence to **(985)580-7279** or write him/her at the address below.

Sincerely,

Permit Coordinator

8026 Main Street
Houma, LA 70360
czm@tpcg.org

cc: Martin Mayer, COE
TERREBONNE PARISH CONSOLIDATED GOVERNMENT



DEPARTMENT OF COASTAL RESTORATION & PRESERVATION

Terrebonne Parish Consolidated Government

P.O. Box 2768
Houma, Louisiana 70361-2768

tpcg.org
PHONE 985-868-5050

**COASTAL IMPACT CERTIFICATE
NO. 2273**

June 4, 2025

Michael Trahan
T. Baker Smith, LLC
P.O. box 2266
Houma, LA 70361

Re: TPCG

Proposed to Improve the Levee Surrounding Pond 13 of the North Water Treatment Plant
Section 94, T17S-R17E
P20250291 / TP250501

Dear Mr. Trahan:

This correspondence serves as an official **Coastal Impact Certificate** from Terrebonne Parish Consolidated Government to perform the referenced project as provided by Chapter 12, Article III, Sections 12-66; 12-71; 12-72, 12-73 and 12-74 of the Terrebonne Parish Code. This certificate is valid for two (2) years from the date of issuance.

This decision does not eliminate the need to secure other required approvals from the U.S. Army Corps of Engineers, Louisiana Department of Natural Resources, Louisiana Department of Environmental Quality, and other Federal, State, and Parish agencies; therefore, it is strongly suggested that you contact these separate agencies directly.

Please contact me at (985) 873-6889 should you have any questions or require additional information.

Sincerely,

Mart J. Black, FAICP, Director
Department of Coastal Restoration and Preservation

cc: Darrell Barbara, USACE
Alex Hadskey, LA DNR
Council Reading File



DEPARTMENT OF COASTAL RESTORATION & PRESERVATION

Terrebonne Parish Consolidated Government

P.O. Box 2768
Houma, Louisiana 70361-2768

tpcg.org
PHONE 985-868-5050

**LOCAL COASTAL USE PERMIT
NO. 2273**

Local Coastal Use Permit No. **TP250501**
State Coastal Use Permit No. **P20250291**

APPLICANT

TPCG
Brian Boquet
8026 W. Main Street
Houma, LA 70360

AGENT

Michael Trahan
T. Baker smith, LLC
P.O. box 2266
Houma, LA 70361

LOCATION: Section 94, T17S-R17E

PROJECT DESCRIPTION: Proposed to Improve the Levee Surrounding Pond 13 of the North Water Treatment Plant

In accordance with the rules and regulations of the Louisiana Coastal Resource Program and Louisiana R.S. 49, sections 213.1 to 213.21, the State and Local Coastal Resources Management Act of 1978, as amended, and the Terrebonne Parish Local Coastal Program Ordinance of 1992, as amended, the permittee agrees to:

1. Comply with any permit conditions imposed by the Terrebonne Parish Department of coastal Restoration and Preservation - Coastal Zone Management Division, the Louisiana Department of Natural Resources, and the US Army Corps of Engineers.
2. Carry out and perform the use in accordance with the plans and specifications approved by the Terrebonne Parish Department of Planning & Zoning, and /or the Department of Coastal Restoration and Preservation, Coastal Zone Management Division.
3. Complete construction of the use within the time specified in the permit. If no time is specified in the permit, the permit shall expire two (2) years from the date issued. If construction is not complete within the term of the permit, the applicant shall request an extension by the LCP (Local Coastal Program) Administrator. The permit may be extended by the LCP Administrator if it is found that substantial progress has been made on the construction of the use or its development has been precluded by

litigation, material shortages, labor problems, or other events beyond the control of the applicant. Only one (1) extension may be granted. Subsequently, a new permit is required.

4. The applicant must adjust, alter, or destroy any structure or other physical evidence of the approved use if, in the opinion of the LCP Administrator, it proves to be beyond the scope of the use as approved in the permit or if the use is abandoned.
5. The applicant must provide, if required by the LCP Administrator, a surety bond in an acceptable amount to guarantee adjustment, alteration, or removal if it is deemed necessary by the LCP Administrator, LCP Advisory Committee, or the Terrebonne Parish Government.
6. The applicant will agree to hold Terrebonne Parish, the State of Louisiana, and both employees and officers of the parish and state harmless from any damage to persons or property, which may result from construction, maintenance, or operation of the use.
7. The applicant, if required, must obtain the certification of a registered professional engineer that construction of the permitted use has been accomplished in accordance with the plans and specifications approved by the LCP Administrator.
8. The permittee shall allow representatives of the Coastal Management Division or Terrebonne Parish to make periodic, unannounced inspections to assure the activity is being performed in accordance with the conditions of the permit.
9. To ensure the safety of all parties, the permittee shall contact the Louisiana DOTTIE System (1-800-272-3020) a **minimum of 48 hours** prior to the commencement of any excavation or demolition activity.
10. This activity shall neither cause hydrological changes to occur nor adversely affect existing drainage patterns on adjacent properties.
11. Sediment filters shall be installed to prevent fill material from entering adjacent waters and wetlands during construction. Those filters should remain in place until construction is complete, and the fill material is well packed.
12. The applicant must provide copies of all other required approvals to LCP Administrator before commencement of any activity on the permitted location.
13. The area where the project is located is all part of the aboriginal homelands of the Chitimacha Tribe of Louisiana. As such, large villages, burial sites, and sacred sites were in place in that entire area. If at any time during the work, any traditional cultural properties are discovered, permittee shall immediately contact **Kimberly S. Walden, Cultural Director**. Office hours are Monday through Thursday from 7:30 a.m. - 5:00 p.m. and on Friday from 7:30 a.m. - 11:30 a.m. If traditional cultural properties are discovered on the weekend or after business hours, the notification shall be made the next business morning.
14. **If archaeological, historical, or other cultural resources are encountered during authorized activities, work shall cease and the permittee shall immediately notify the Division of Archaeology, Louisiana Department of Culture, Recreation, and Tourism [CRT, P.O. Box 44247, Baton Rouge, LA 70804; (225) 342-8200]] and OCM [(P.O. Box 44487, Baton Rouge, LA 70804-4487; (225) 342-7591)] as well as the**

local Coastal Zone Management Program at (985) 873-6889. Work may not resume until written approval is obtained from CRT.

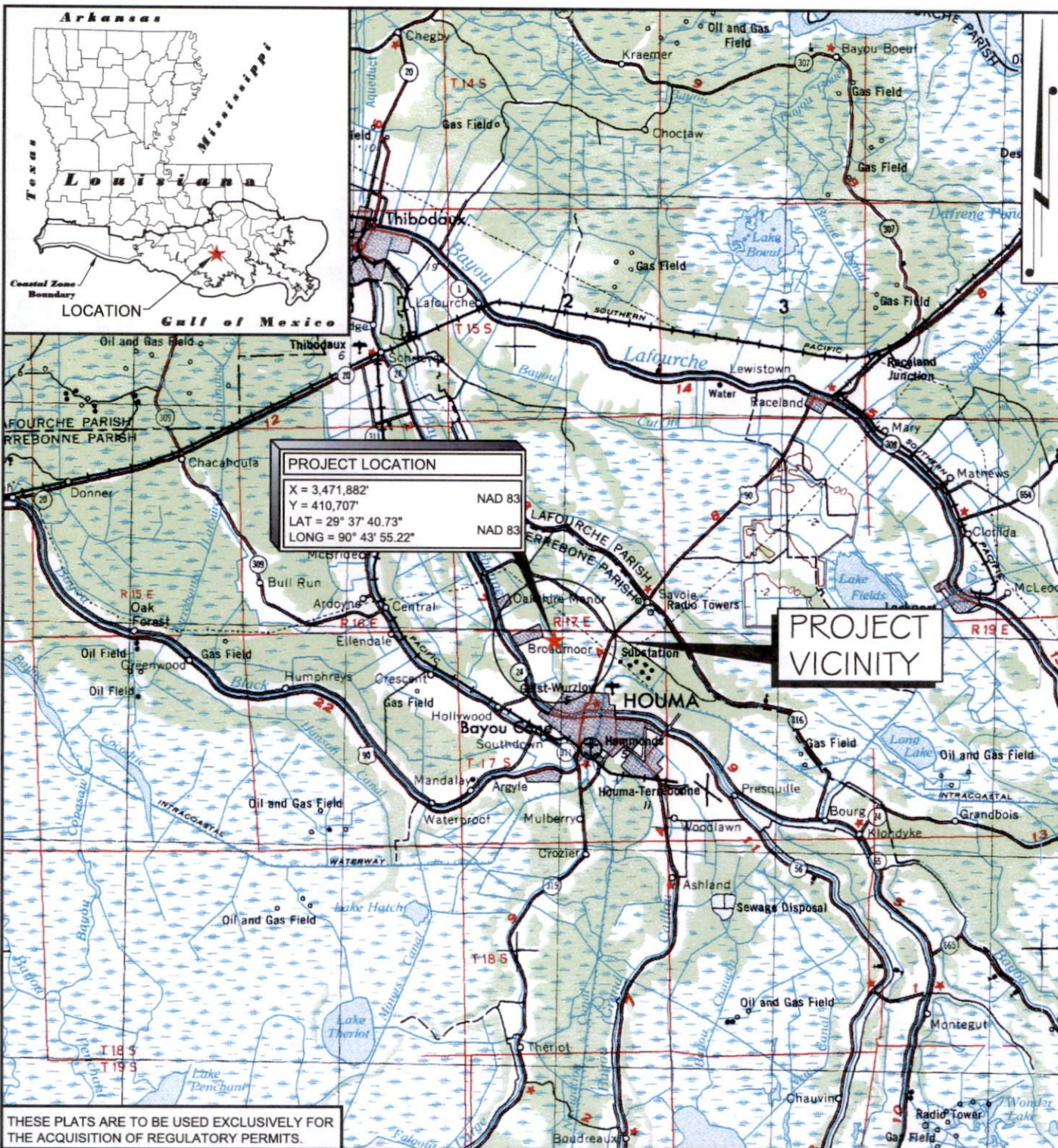
By accepting this permit, the applicant agrees to all terms and conditions listed herein.

I affix my signature and issue this permit this 4th day of June, 2025.

Mart J. Black, FAICP, Director
Department of Coastal Restoration and Preservation

This agreement becomes binding when signed by the Local Coastal Program Director, Department of Coastal Restoration and Preservation, Terrebonne Parish Consolidated Government.

cc: Darrell Barbara, USACE
Alex Hadskey, LA DNR
Council Reading File
Correspondence File



THESE PLATS ARE TO BE USED EXCLUSIVELY FOR THE ACQUISITION OF REGULATORY PERMITS.

DRAWN BY:	SPM	APPROVED BY:	MDT
DATE:	04/17/2025	JOB NO:	2024.0445
DRAWING NAME:	2024.0445P- VICINITY.DWG		
SHEET NO:	1	OF	7
PROJECTION: LOUISIANA SOUTH ZONE GEO. DATUM: NAD83 VERT. DATUM: NAVD88 GRID UNITS: US SURVEY FEET			
SCALE: 1" = 4 MILES			
4 MI	2 MI	0'	4 MI

VICINITY MAP

TERREBONNE PARISH CONSOLIDATED GOV.

PROPOSED POND 13 LEVEE IMPROVEMENTS AT THE
NORTH TREATMENT PLANT
TERREBONNE PARISH, LOUISIANA



T. BAKER SMITH
412 South Van Avenue
Houma, LA 70363
(985) 868-1050 - tbsmith.com

REV. NO:	00	REV. DATE:	---	REV. BY:	---
REVISION DESCRIPTION:					
-					



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT
7400 LEAKE AVE
NEW ORLEANS, LA 70118-3651

August 29, 2025

Regulatory Division
Jurisdiction and Enforcement Branch

Mr. Michael Trahan
T. Baker Smith, LLC
P.O. Box 2266
Houma, Louisiana 70361

Dear Mr. Trahan:

Reference is made to your application, on behalf of Terrebonne Parish Consolidated Government, for a Department of the Army (DA) permit to conduct levee improvements on property located in Section 94, Township 17 South, Range 17 East, Terrebonne Parish, Louisiana (enclosed map). Specifically, these levee improvements will occur at TPCG Pond 13 on St. Louis Canal Road near Houma.

We have reviewed your project, as proposed, and determined that a DA permit under Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act will not be required. Therefore, we are returning your application. However, there are wetlands within the immediate vicinity of the project area. Any changes or modifications to the proposed project will require a revised determination.

Please be advised that this determination only applies to DA permitting requirements and does not alleviate your responsibility to obtain proper authorization from other federal, state, or local agencies that may be required.

Should there be any questions concerning these matters, please contact Mr. Bill Nethery at (504) 862-1790 and reference our Account No. MVN-2025-00439-SQ.

Sincerely,

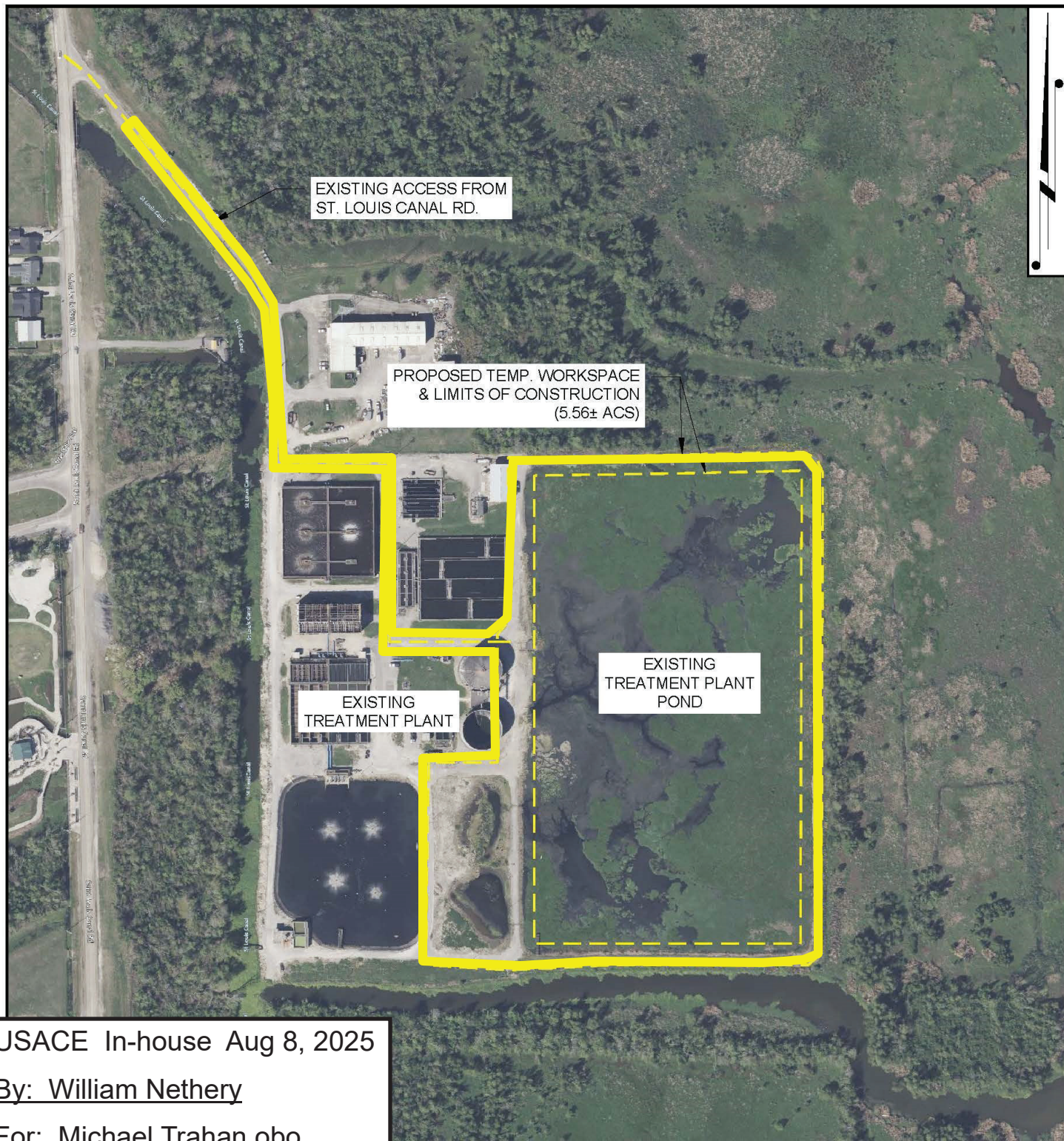
A handwritten signature in black ink, reading "Brad Guarisco", is written over a red digital signature line.

Digitally signed by Brad
Guarisco
Date: 2025.08.29
09:50:24 -05'00'

Brad A. Guarisco
Acting Chief, Regulatory Division

Enclosures

4/17/2025 - P:\Y-2024\2024-0445\ENVIRONMENTAL\DRAWINGS\2024-0445P- ACCESS.DWG



USACE In-house Aug 8, 2025

By: William Nethery

For: Michael Trahan obo

Terrebonne Par. Consol. Govt.

ORM#: MVN-2025-00439-SQ

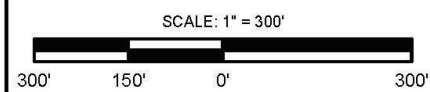


Project Area

ACCESS VIEW

TERREBONNE PARISH CONSOLIDATED GOV.

PROPOSED POND 13 LEVEE IMPROVEMENTS AT THE
NORTH TREATMENT PLANT
TERREBONE PARISH, LOUISIANA



SCALE: 1" = 300'



T. BAKER SMITH

412 South Van Avenue
Houma, LA 70363
(887)666-1050 - tbsmith.com

REV. NO: 00	REV. DATE: --/--	REV. BY: --
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REVISION DESCRIPTION:

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Louisiana Department of Energy
and Natural Resources
Office of Coastal Management
(OCM)

Joint Permit Application For Work Within the Louisiana Coastal Zone



U.S. Army Corps Of Engineers
(COE)
New Orleans District

[Print Application](#)

Permit Number: P20250291

Date Received: 04/28/2025

Step 1 of 15 - Applicant Information

Applicant/Company Name: Terrebonne Parish Consolidated Government
Applicant Type: GOVERNMENT AGENCY
Mailing Address: 8026 W Main St
Houma, LA 70360
Contact Information: Brian Boquet
Daytime: 985 873 6731 **Fax:** **Contact Email:**

Step 2 of 15 - Agent Information

Company Name: T. BAKER SMITH, LLC
Mailing Address: P.O. BOX 2266
HOUMA, LA 70361
Contact Information: Michael Trahan
Daytime: 985 868 1050 **Fax:** 985 868 5843 **Contact Email:** PERMITS.HMA@TBSMITH.COM

Step 3 of 15 - Permit Type

☒ Coastal Use Permit (CUP) ☐ Solicitation of Views (SOV) ☐ Request for Determination (RFD)

Step 4 of 15 - Pre-Application Activity

a. Have you participated in a Pre-Application or Geological Review Meeting for the proposed project?

☒ No

☐ Yes

Date meeting was held:

Attendees:

(Individual or Company Rep)

(OCM Representative)

(COE Representative)

b. Have you obtained an official wetland determination from the COE for the project site?

☒ No

☐ Yes

JD Number:

c. Is this application a mitigation plan for another CUP?

☒ No

☐ Yes

OCM Permit Number:



CBII Help

SECTION F

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

SECTION F

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and between TERREBONNE PARISH CONSOLIDATED GOVERNMENT (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Project Name: Pond 13 Levee Improvements at the North Treatment Plant
Parish Project No. 24-POL-21

The work consists of providing all equipment, labor and material necessary to reconstruct the existing retention levee at the TPCG North Wastewater Plant. The improvements will increase the elevation of the existing levee and associated features including, but not limited to, an existing limestone roadway. Incidental features will be improved including slabs, fencing, and the existing concrete ramp. The existing dump station is to be demolished and reconstructed according to design specifications and plans.

Article 2. ENGINEER

The Project has been designed by, T. Baker Smith, LLC, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The work will be substantially completed within. **One Hundred Twenty (120) consecutive calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.14 of the General Conditions within 45 days after the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1, above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such

proof or notice of default, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER for each day that expires after the time specified in paragraph 3.1 for substantial completion until the work is substantially complete in an amount of One Thousand Five Hundred Dollars (\$1,500.00) per day, and Contractor shall pay Owner for each day that expires after the time specified in paragraph 3.1 for final completion until the entire Work is finally complete and ready for final payment an amount of One Thousand Five Hundred Dollars (\$1,500.00) per day. Contractor agrees to allow Owner to deduct liquidated damages from progress payments and retention.

Article 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents and Specifications in current funds as follows: **SEE ATTACHED BID FORM.**

Article 5. PAYMENT PROCEDURE

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided for in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.
- 5.1.1 Prior to Substantial Completion of any work order, progress payments will be in an amount equal to 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. On contracts of \$500,000 or more the payments will be in an amount equal to 95% of the work completed and 95% of materials and equipment not incorporated in the work, but delivered and suitably stored.
- 5.1.2 Upon Substantial Completion of any work order, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price on contracts under \$500,000 and 95% of the Contract Price on contracts \$500,000 or more, less such amount as ENGINEER shall determine in accordance with paragraph 14.7 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.14 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.14.
- 5.3 OWNER may deduct from each progress payment and final payment any liquidated damages then due or that would become due based on OWNER's estimate of late completion of the Work, provided that CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed and taken to recover schedule.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 6.2 CONTRACTOR has studied carefully all reports or investigations and tests of subsurface and latent physical conditions at the site or otherwise, affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Special Conditions.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports and similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data within the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors and discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. MISCELLANEOUS

- 7.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto for any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, money that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge to assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

- 7.4 If any provision of the Contract Documents is invalid, illegal or unenforceable, all other provisions of the Contract Documents shall nevertheless remain in full force and effect. If any provision of the Contract Documents is inapplicable to any person or circumstance, that provision shall nevertheless remain applicable to all other persons and circumstances.

Article 8. CONTRACT DOCUMENTS

This Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-bid documentation submitted), the bonds, the General Conditions, the Technical Provisions, the Drawings as the same are more specifically identified in this Agreement, together with all Modifications issued after the execution of this Agreement, and all documents contained in the booklet entitled "Project Manual" shall be part of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This agreement will be effective on the _____ day of _____, 2026.

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

CONTRACTOR:

Parish President

BY:

(Corporate Seal)

WITNESS:

/s/ _____

WITNESS:

/s/ _____

WITNESS:

/s/ _____

WITNESS:

/s/ _____

Address for giving notices:
Post Office Box 2768
Houma, Louisiana 70361

ADDRESS for giving notices:

License Number: _____
Agent for service of Process:

SECTION G

AFFIDAVITS

CONTRACTOR'S AFFIDAVIT

STATE OF LOUISIANA
PARISH OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared:

1) That he is _____, and duly authorized representative of
_____, whose address is

2) That on _____, the said firm did enter a public contract
with TERREBONNE PARISH CONSOLIDATED GOVERNMENT for the construction of
the Project Named:

**Pond 13 Levee Improvements at the North Treatment Plant
TPCG Project No. 24-POL-21**

3) That the firm has not employed any person, corporation, firm association, or other
organization, either directly or indirectly, to secure the said public contract under which he has
or will receive payment, other than persons regularly employed by the firm and whose services
in connection with the construction of said project or in securing the above said public contract
were in regular course of their duties for the firm.

4) That no part of the contract price received by affiant was paid nor will be paid to any
person, corporation, firm, association or other organization for soliciting the contract other than
the payment of their normal compensation to persons regularly employed by the firm and
whose services in connection with the construction of the public project were in regular course
of their duties of the firm, so help him God.

CONTRACTOR

* * * * *

Sworn to and subscribed before me, this _____ day of _____,
2026.

NOTARY PUBLIC

ATTESTATION
AFFIDAVIT AS TO LA. R.S. 38:2227

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, on this day personally came and appeared:

(print name of affiant signing affidavit)

who did depose and state:

PART I. TO BE COMPLETED BY SOLE PROPRIETOR

(Business Entities must complete Parts II and III.)

1. That he is a sole proprietor doing business under the name _____;
2. That his address is _____;
3. That on _____, he did submit a bid for a public contract with Terrebonne Parish and Consolidated Government, for the construction of the project bearing the name;

Pond 13 Levee Improvements at the North Treatment Plant
TPCG Project No. 24-POL-21

4. That since July 2, 2010, he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(1), as may be revised, which consists of the following non-exclusive list: *Public bribery, Corrupt influencing, Extortion, and/or Money laundering*; and
5. That since July 2, 2010, or for a period of five years prior to the date of his bid for said project, whichever is shorter, he has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(2), as may be revised, as a result of an offense committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes, said crimes consisting of the following non-exclusive list: *Theft, Identity theft, Theft of a business record, False accounting Issuing worthless checks, bank fraud, Forgery, Contractors; misapplication of payments, and/or Malfeasance in office.*

PART II. TO BE COMPLETED BY AUTHORIZED AGENT OF BUSINESS ENTITY

(Sole Proprietors must complete Parts I. and III.)

1. That he is _____, a duly authorized representative of _____ (hereinafter the "bidding entity"), whose address is _____;
2. That on _____, the said bidding entity did submit a bid for a public contract with Terrebonne Levee and Conservation District, for the construction of the project named, Pond 13 Levee Improvements at the North Treatment Plant
TPCG Project No. 24-POL-21
3. That since July 2, 2010, no individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(1), as may be revised, which consists of the following non-exclusive list: *Public bribery, Corrupt influencing, Extortion, and/or Money laundering*; and
4. That since July 2, 2010, or for a period of five years prior to the date of said bidding entity's bid for said project, whichever is shorter, no individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in La. R.S. 38:2227(B)(2), as may be revised, as a result of an offense committed during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes, said crimes consisting of the following non-exclusive list: *Theft, Identity theft, Theft of a business record, False accounting, Issuing worthless checks, bank fraud, Forgery, Contractors; misapplication of payments, and/or Malfeasance in office.*

PART III. ATTESTATION

Affiant Signature: _____

Affiant Name Printed: _____

Title of Affiant: _____

Bidding Entity or Company: _____

Sworn to and subscribed before me, in the Parish of _____, Louisiana this _____ day of _____, 2026.

NOTARY PUBLIC

Required of Apparent Low Bidder Only
Non-Collusion Affidavit

Affidavit

Project Name: **Pond 13 Levee Improvements at the North Treatment Plant**
TPCG Project No. 24-POL-21

Owner: Terrebonne Parish Consolidated Government

(an individual)
(a partnership)
(a corporation)

Certify that I (we) have not, directly or indirectly, entered into an agreement, participated in any collusion, or
Otherwise taken any action in restraint of free competitive bidding in connection with the contract for this project.

(an individual)
(a partnership)
(a corporation)

Signed _____

By _____

Title _____

Parish or

County _____

State of

Subscribed and sworn to before me this _____ day of

_____, 2026

My commission expires the _____ day of _____, 2026

Notary Public

Required of Apparent Low Bidder Only
AFFIDAVIT
VERIFICATION OF CITIZENSHIP

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

(name)

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

1. I am the _____ of _____.
(title) (company)

2. I swear that _____ is registered and participates in a status verification
(company)
system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3. I verify that if _____ is awarded the contract, it shall continue, during
(company)
the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

4. I acknowledge that _____ shall require all subcontractors to
(company)
submit to _____ a sworn affidavit verifying compliance with
(company)
Paragraphs (2) and (3) of the Affidavit.

Name: _____
Title: _____
Company: _____

Sworn to and subscribed before me at Houma, Louisiana,

on this _____ day of _____ 2026.

NOTARY PUBLIC

SECTION H

BONDS

SECTION H

PERFORMANCE BOND

STATE OF LOUISIANA
PARISH OF TERREBONNE

KNOW ALL MEN BY THESE PRESENTS: That as Principal, hereinafter called the CONTRACTOR, and as Surety, hereinafter called Surety, are held and firmly bound unto

THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT
GOVERNMENT TOWER BUILDING – 8026 MAIN STREET
HOUMA, LOUISIANA 70361

as Oblige, hereinafter called the OWNER, in the amount of: X Dollars and X cents \$X.XX

for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

CONTRACTOR has by written agreement dated the _____ of _____, 2026 entered into a contract with OWNER for, the construction of

**Pond 13 Levee Improvements at the North Treatment Plant
Parish Project No. 24-POL-21**

in accordance with Drawings and Specifications prepared by T. Baker Smith, LLC.

which Contract is by reference made a part thereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the Surety may promptly

- 1) Complete the Contract in accordance with its terms and conditions or,
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for

which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract", as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner and Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

SIGNED AND SEALED THIS _____ DAY OF _____, 2026.

(Seal)	_____ (Principal)
_____ (Witness)	
(Seal)	_____ (Title)
(Seal)	_____ (Surety)
_____ (Witness)	
(Seal)	_____ (Title)

PAYMENT BOND

STATE OF LOUISIANA
PARISH OF TERREBONNE

KNOW ALL MEN BY THESE PRESENTS: That as Principal, hereinafter called the CONTRACTOR, and as Surety, hereinafter called Surety, are held and firmly bound unto

THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT
GOVERNMENT TOWER BUILDING - 8026 MAIN STREET
HOUMA, LOUISIANA 70361

as Obligee, hereinafter called the OWNER, in the amount of: X Dollars and X cents \$X.XX

for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

CONTRACTOR has by written agreement dated the _____ of _____, 2026 entered into a Contract with OWNER for, the construction of the

**Pond 13 Levee Improvements at the North Treatment Plant
Parish Project No. 24-POL-21**

in accordance with Drawings and Specifications prepared by the engineering firm of T. Baker Smith, ENGINEER, which Contract is by reference made a part thereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontract or of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postal prepaid in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which Contractor ceased Work on said Contract or after the expiration of one (1) year following the Date of Substantial Completion of the Project, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a state court of competent jurisdiction in and for the parish or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS _____ DAY OF _____, 2026.

(Principal) (Seal)

(Witness)

(Title) (Seal)

(Surety) (Seal)

(Witness)

(Title) (Seal)

SECTION I

GENERAL CONDITONS

SECTION I

GENERAL CONDITIONS

ARTICLE 1 - Definitions

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Acceptance, Final Acceptance - The formal action by ENGINEER accepting the Work, or a specified part of the work thereof, as being complete in all respects, or the action by ENGINEER to place the equipment/facilities in operation for continuous utilization for their intended purposes.

Agreement - Refers to the written document signed by the OWNER and CONTRACTOR that is the legal instrument binding the parties to the work. The terms "Agreement" and "Contract" are synonymous.

Application for Payment - The form furnished by CONTRACTOR and approved by ENGINEER for requesting progress payments and an affidavit of CONTRACTOR and its Subcontractors that progress payments theretofore received from OWNER on account of the work have been applied by CONTRACTOR and its Subcontractors to discharge in full all of CONTRACTOR'S and its Subcontractors' obligations stated in the prior Application for Payment, and that the accuracy of the progress reported in the Application for Payment to have been completed by CONTRACTOR or its Subcontractors has been verified by CONTRACTOR. The application for Payment should include all supporting documentation as required by the Contract Documents.

Bid - Refer to definition of Proposal Document in Instructions to Bidders.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A written order to CONTRACTOR in accordance with the Louisiana Bid Law and approved by OWNER authorizing an alteration, deviation, addition, deletion, and/or revision in the Work, or an adjustment in the Contract Price and/or the Contract Time.

Contract Documents - Those documents itemized or designated in Article 8 of the Agreement as may be further itemized in the Supplementary Conditions

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - A person, firm or corporation with whom OWNER has entered into the Agreement for the Work designated under the Contract Documents. The term "CONTRACTOR" shall also mean CONTRACTOR or its authorized representative.

Correction Period - The time during which CONTRACTOR must repair defective work or remove defective work from the site and replace it with non-defective work, all at no cost to the OWNER, pursuant to Paragraph 13.12 of the General Conditions.

Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test, referenced standard or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. The terms "Drawing" and "Plan" are synonymous, and wherever used in the Contract Documents it should be interpreted according to the definition of "Drawings".

Effective date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER - The individual, firm or corporation named as ENGINEER in the Supplementary Conditions, who will have the rights and authority assigned to the ENGINEER in the Contract Documents. The term "ENGINEER" means the ENGINEER or its authorized representative. The terms "ENGINEER", "DESIGN ENGINEER", "ARCHITECT" and "ENGINEER/ARCHITECT" are synonymous, and wherever used in the Contract Documents they should be interpreted according to the definition of "ENGINEER".

Field Order - A written order issued by ENGINEER to CONTRACTOR on or after the effective date of the agreement requiring a minor change in work not requiring an adjustment in the Contract Price or Contract Time.

General Requirements - Division H of the Specifications.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of a Proposed Change - A written document issued on or after the effective date of the agreement initiated by a) OWNER requesting that CONTRACTOR figure the potential effect on Contract Price or time of the proposed change described in the Notice, if the proposed change is to be ordered, or b) CONTRACTOR to notify OWNER that in the CONTRACTOR'S opinion a change has been requested in a Field Order, or pursuant to ENGINEER'S approval of a shop drawings, or a written interpretation or clarification (pursuant to paragraph 9.4). A Notice of a Proposed Change shall not constitute an order to change the work, as no change shall be considered ordered until an appropriate change order, or Work Directive Change is executed by OWNER.

Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligation under the Contract Documents.

OWNER - Terrebonne Parish Consolidated Government (TPCG) which includes all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers.

Operation, Initiation of - A point in time when OWNER initiates use of the entire work under the project for the purposes that it was planned, designed and built, setting forth commencement of the correction period.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted to CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof who has a contract with Contractor to perform any part of the work at the site. The term "Subcontractor" shall also mean any individual, partnership, corporation, joint venture, or other combination thereof who has a contract with another Subcontractor to perform any part of the work at the site.

Substantial Completion - The finishing of the Work, or a specified part of the Work, in accordance with the Contract Documents, to the extent that Owner can use or occupy all or the specified part of the Work for the use for which it is intended without any concurrent Work at the site except as required to complete Punch List items with cumulative value under one percent (1%) of the Contract Price. Prerequisites for Substantial Completion include: (a) all systems have been successfully tested and demonstrated by the CONTRACTOR for their intended use, and (b) the Owner receiving all occupancy certifications and approvals from those State and local Public Entities with jurisdiction.

Supplementary Conditions - Section within Division I which amends or supplements the General Conditions and is a part of the Contract Documents and is located in the Book of Contract Documents.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Testing, Pre-operational - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the work have been properly erected and found to operate in accordance with the Contract Documents, so that they can be utilized continuously for their intended purposes.

Testing, Start-up - A pre-defined trial period required for achieving Substantial Completion during which CONTRACTOR is to operate the work, or a part specified thereof, under actual and simulated operating conditions and performing as defined in the Contract Documents, for the purposes of a) making such minor adjustments and changes as may be found necessary to comply with the requirements of the Contract Documents, and b) to comply with the final test requirements outlined in the Contract Documents.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - Any and all obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, and incidentals, and the furnishing thereof necessary to complete the construction assigned to, or undertaken by CONTRACTOR, pursuant to the Contract Documents. Also, the completed construction or parts thereof required to be provided under the Contract Documents, including all materials, equipment, and supplies incorporated or to be incorporated in the construction.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.20. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following successful negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

ARTICLE 2 - Preliminary Matters

- 2.1** DELIVERY OF BONDS: When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.
- 2.2** COPIES OF DOCUMENTS: OWNER shall furnish to CONTRACTOR up to five copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

- 2.3** COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED: A Notice to Proceed may be given at any time within thirty days after the effective date of the agreement. However, upon mutual written consent by both parties, the notice to proceed may be extended. The Contract Time will commence at the time specified in such notice to proceed or, if no notice is given, thirty days following the Effective Date of the Agreement.
- 2.4** STARTING THE PROJECT: CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of OWNER.
- 2.5** BEFORE STARTING CONSTRUCTION: Before undertaking each part of the Work, CONTRACTOR shall (a) study and compare the Contract Documents with each other and against manufacturers, representations, (b) verify dimensions and field measurements, (c) coordinate requirements of dependent Work (location, dimensions, access, fit, completeness, class, codes, etc.), and (d) notify ENGINEER in writing of any conflict, error, omission or deviation from manufacturers' recommendations discovered. CONTRACTOR shall be responsible for any delay and all costs resulting from performing any Work before obtaining a written clarification or interpretation from ENGINEER, if CONTRACTOR had actual knowledge, or should have reasonably known that any such Work (a) involves a conflict, error or omission, or (b) is subject to specific method of installation, performance or test procedure or result which is contrary to the recommendation of the corresponding manufacturer. **Contractor shall also be responsible for locating all property lines and right-of-way lines prior to beginning construction.**
- 2.6** SCHEDULE SUBMITTALS: Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit four copies of the following schedules to ENGINEER for review:
- 2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work in accordance with the Contract Documents.
- 2.6.2 A preliminary schedule of Shop Drawing submissions.
- 2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. The Schedule of Values will be organized along the Divisions, and sub-divisions, of Section K, the Technical Specifications.
- 2.7** INSURANCE CERTIFICATES: Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy of ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

- required to purchase and maintain in accordance with paragraphs 5.4, 5.5, and 5.6. Certificates of Insurance must be accompanied by a letter from the Contractor's Insurance Agent certifying that the insurance being provided meets the limits and requirements of the specifications. An explanation of any abbreviations used on the certificates must also be provided.
- 2.8** PRE-CONSTRUCTION CONFERENCE: Within twenty days after the effective date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.
- 2.9** FINALIZING SCHEDULES: At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 - Contract Documents; Intent, Amending, Re-use

- 3.1** INTENT: The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.
- 3.2** FUNCTIONALLY COMPLETE PROJECT: It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or be implication, shall mean the latest standard specifications, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), even though reference may be specifically made to an earlier standard. However, no provision of any referenced standard specifications, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER,

CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of subparagraph 9.13.3 or 9.13.4. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.4. In the event of any conflict between any of these standard specifications, manuals, or codes and any Divisions of the Book of Technical Specifications, the latter requirements shall be binding on Contractor. In the event that two or more standard specifications, manuals, or codes conflict with one another, the requirement ultimately enforced shall be binding on CONTRACTOR. In this event it will be considered that the higher cost requirement has been considered in the CONTRACTOR'S Bid Proposal and the CONTRACTOR further agrees and acknowledges that compliance with this condition shall not warrant an increase in Contract Price nor Contract Time.

3.3 CONFLICT IN CONTRACT DOCUMENTS: If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. Until interpretation, clarification or instruction is obtained from ENGINEER, any work done by CONTRACTOR (or Subcontractors) after the discovery of such a conflict, error, or discrepancy, which is directly or indirectly affected by same, will be at his own risk and he shall bear all cost arising therefrom.

3.4 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS: The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 A Change Order (pursuant to paragraph 10.4), or

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order.

3.5 WORK DIRECTIVE CHANGE: In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a Work Directive Change required by one or more of the following actions:

3.5.1 A Field Order (pursuant to paragraph 9.5 and 10.7)

3.5.2 ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.24), or

3.5.3 ENGINEER'S written interpretation or clarifications (pursuant to paragraph 9.4)

3.6 RE-USE OF DOCUMENTS: Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not re-use any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

3.7 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

3.7.1 All figures and dimensions on the drawings and specifications shall be carefully checked by CONTRACTOR, who shall note all conflicts, errors, or discrepancies. CONTRACTOR will be held responsible for any conflict, error, or discrepancy not discovered before the work is executed, unless contractor could not have reasonably known about the conflict, error, or discrepancy. CONTRACTOR shall promptly notify ENGINEER in writing of any discrepancies, errors, or omissions discovered in review of the Contract Documents. ENGINEER will promptly investigate the matter and respond to CONTRACTOR.

3.7.2 In all cases, figured dimensions shall govern over scaled dimensions, but work not dimensioned shall be as directed, and work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail drawings shall govern over general drawings, larger scale details take precedence over smaller scale drawings, change order drawings govern over contract drawings, and contract drawings over shop drawings. Specifications shall govern as to products, execution and workmanship, and drawings shall govern as to locations, dimensions, or quantities to be furnished. Further, in all cases where specifications, notes or details in two drawings conflict, the more restrictive requirement as to quantities, product, execution, workmanship, or performance shall be binding on CONTRACTOR, unless otherwise directed by OWNER.

3.7.3 After the Agreement date, CONTRACTOR shall be furnished with a maximum number of five (5) sets of Plans, Specifications and Addenda in addition to those CONTRACTORS purchased during the bid period. Additional Specifications or Drawings requested by CONTRACTOR will be provided in complete sets and at the expense of CONTRACTOR.

ARTICLE 4 - Availability of Lands; Physical Conditions Reference Points

4.1 AVAILABILITY OF LANDS:

4.1.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the

Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, right-of-way, or easements entitles CONTRACTOR to an extension of the Contract Time, but without an increase in cost due to the extension, CONTRACTOR may make a claim therefore as provided in Article 12.

- 4.1.2 Any land and access thereto not furnished by OWNER that CONTRACTOR deems necessary for the Contract work, for temporary construction facilities, access and egress, or for storage of materials shall be provided by CONTRACTOR at no cost to OWNER. CONTRACTOR shall confine its apparatus and storage to such additional areas as may be provided at its expense. CONTRACTOR shall obtain permits and written approvals from the appropriate jurisdictional agency and property owner(s) for use of premises not furnished by OWNER as described above, and of all off-site areas which include off-site borrow pits, waste and disposal areas, such permits and approvals must specify treatment of said areas during and at the completion of construction. Copies of all permits and approvals shall be filed with the ENGINEER before utilization of the areas.

4.2 PHYSICAL CONDITIONS-INVESTIGATIONS AND REPORTS:

- 4.2.1 Explorations and Reports: Reference is made to the Instructions to Bidders, paragraph 4.2, for identification of those reports of investigations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for the CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.
- 4.2.2 Existing Structures: Reference is made to the drawings for identification of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.
- 4.2.3 Report of Differing Conditions: If CONTRACTOR believes that:
- 4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraph 4.2.1 and 4.2.2 is inaccurate, or
- 4.2.3.2 any physical conditions uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, or not in conformity with soil reports and surveys.

CONTRACTOR shall promptly, and before such conditions are disturbed, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the contract documents. ENGINEER will promptly review those conditions and advise CONTRACTOR in writing if further investigation or tests are necessary. Promptly thereafter, ENGINEER shall obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions, provided OWNER has not exercised its right to terminate under Paragraph 15.4.

- 4.2.4 Possible Price and Time Adjustments: In each such case, an increase or decrease in Contract Price will be allowable to the extent that it is attributable to any such inaccuracy or difference. Further, in each such case, a) an extension of the Contract Time and the associated increase in Contract Price, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected, whether or not changed by the Change Order or the Work Directive Change, exceed the time allowance set forth in the Contract, plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of the delays; b) A shortening of the Contract Time and the associated decrease in Contract Price, will be enforced only to the extent that the critical path of the Official Schedule is affected and the decrease in Contract Time will not result in a disproportionate reduction in float time in other portions of the Official Schedule. If OWNER and CONTRACTOR are unable to agree as to the amount or lengthening/reduction thereof, a claim may be made therefore as provided in Articles 11 and 12.

4.3 PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

- 4.3.1 Shown, Indicated or Located: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in these General Conditions:
- 4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,
- 4.3.1.2 CONTRACTOR shall have full responsibility a) for reviewing and checking all such information and data, b) for locating all water services, gas services, water mains, gas mains, cross drains, culverts, sewers, sewer laterals, electric conduits, etc., shown or indicated in the contract documents as to depth and alignment in advance of laying, c) for coordination of the work with the owner of such existing underground facilities during construction, d) for the safety and protection thereof, and for repairing any damage done thereto resulting

from the work. The cost of and the time required to perform the responsibilities outlined in this paragraph will be considered as having been included in the Contract Price and in CONTRACTOR'S schedule for the performance of the Work within the prescribed time.

- 4.3.1.3 CONTRACTOR shall excavate and uncover all Underground Facilities to be crossed or paralleled by the proposed Work a sufficient time in advance of construction to permit change in line and grade of the existing Underground Facility or the proposed work if the location of the existing Underground Facility should interfere with the proposed Work.
- 4.3.1.4 Where it is necessary to install pipelines proposed under the Work close to or between other existing pipelines for short distances, CONTRACTOR shall shore, block, and protect the other lines to the satisfaction of the Utility Agency or Municipality having ownership or jurisdiction over said pipelines.
- 4.3.1.5 Whenever existing Underground Facilities are encountered which obstruct the line or grade of a proposed part of the work, CONTRACTOR shall promptly notify OWNER and ENGINEER in writing about the inaccuracy or difference. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the situation, and the Contract Documents will be amended or supplemented to the extent necessary. In each such a case, a Change Order (or Work Directive Change) will be issued in accordance with the Federal Contract Provisions, as amended, and/or Article 10 to reflect and document the consequences of the inaccuracy or difference, and an increase or decrease in the Contract Price will be allowed only to the extent that it is solely attributable to any such inaccuracy or difference.
- 4.3.1.6 In each such case, an extension in Contract Time, but without any increase in costs due to the extension, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected, whether or not changed by the Change Order or Work Directive Change, exceed the time allowance set forth in paragraph 4.3.1.7 plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of delays.
- 4.3.1.7 CONTRACTOR shall schedule excavation and uncovering work to begin in sufficient time in advance of construction to allow ENGINEER'S Review as described in paragraph 4.3.1.5, and OWNER'S issuance of a Work Directive Change or a Change Order as described in paragraph 4.3.1.5 and 4.3.1.6 in connection with a Report of obstructing existing Underground Facilities Shown or Indicated.

Further, a reasonable interval of time, but not less than thirty days, will be allowed to ENGINEER and OWNER for those functions required to resolve the inaccuracy or difference.

- 4.3.1.8 Access to various municipal structures shall not be obstructed by CONTRACTOR to prohibit use of hydrants, valves, manholes, fire alarms, etc. CONTRACTOR is to make no connections to existing water mains or operate valves on existing mains or otherwise interfere with the operation of the existing water distribution system, without first given twenty-four (24) hours notice to the owners of such municipal structures and securing their approval of the proposed action.
- 4.3.2 Not Shown, Indicated or Located: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents or which was not located by a notified utility owner and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any work affected thereby (except in an emergency as permitted by paragraph 6.20), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.18.
- 4.3.2.1 Possible Document Change: If ENGINEER concludes that because of the newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued in accordance with Article 10 to reflect and document the consequences of the inaccuracy or difference, and provided that Owner has not exercised his right to terminate under paragraph 15.4.
- 4.3.2.2 Possible Price and Time Adjustments: In each such case, an increase or decrease in Contract Price will be allowed to the extent that it is attributable to any such inaccuracy or difference. Further, in each such case, a) an extension of the Contract Time and the associated increase in Contract Price, will be allowed only to the extent that the interval of time required to proceed with the part of the Work plus the increase in the time required to perform the part of the Work affected, whether or not changed by the Change Order or the Work Directive Change, exceed the time allowance set forth in paragraph 4.3.2.3, plus the float time available in the Official Schedule, provided that CONTRACTOR takes all reasonable steps to mitigate the schedule impact of the delays. b) A shortening of the Contract Time and the associated decrease in Contract Price, will be enforced only to the extent that the critical path

of the Official Schedule is affected and the decrease in Contract Time will not result in a disproportionate reduction in float in other portions of the Official Schedule. If OWNER and CONTRACTOR are unable to agree as to the amount or lengthening/reduction thereof, a claim may be made therefore as provided in Articles 11 and 12.

4.3.2.3 CONTRACTOR shall schedule excavation and uncovering work to begin in sufficient time in advance of construction to allow ENGINEER'S Review as described in paragraph 4.3.2, and OWNER'S issuance of a Work Directive Change or a Change Order as described in paragraph 4.3.2.2 in connection with a Report of an existing Underground Facility Not Shown or Indicated. Further, a reasonable interval of time, but not less than thirty days, will be allowed to ENGINEER and OWNER for those functions required to resolve the inaccuracy or difference.

- 4.4 REFERENCE POINTS: CONTRACTOR shall provide engineering surveys to establish reference points for construction which in CONTRACTOR'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - Bonds and Insurance

5.0 TERREBONNE PARISH CONSOLIDATED GOVERNMENT, DEFINED

For the purposes of this Article, the terms "Terrebonne Parish Consolidated Government," "TPCG," and "OWNER" shall include, but may not be limited to, all of the following entities and persons: the Terrebonne Parish Consolidated Government (a political subdivision of the State of Louisiana); the Terrebonne Parish Council (the governing body of Terrebonne Parish); their elected and appointed officials, all parish departments, districts, agencies, councils, boards, and commissions, officers, agents, servants, employees and volunteers; and the elected and appointed officials, departments, officers, agents, servants, employees and volunteers of those departments, districts, agencies, councils, boards, and commissions.

5.1 PERFORMANCE AND OTHER BONDS

- 5.1.1 Unless otherwise provided for in the Louisiana Public Bid Law, CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by Law or

Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such Sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority.

Any bond prescribed by the contract documents shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the federal Register, or by a Louisiana domiciled insurance company currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to the percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed and approved to do business in the state of Louisiana.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus in the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

- 5.1.2 If the Surety on any Bond or any insurance company providing any insurance overages furnished by CONTRACTOR is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, CONTRACTOR shall within five (5) days thereafter, substitute another Bond and Surety and/or insurance company, both of which shall be acceptable to OWNER. The OWNER reserves the right to mandate the cessation of all work on the Project until the receipt of evidence of acceptable replacement Bonds and/or insurance.
- 5.1.3 If, at any time during the Contract Period, the CONTRACTOR fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the OWNER, the OWNER reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

5.2 INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of OWNER. This indemnification does not apply to any strict liability of the Terrebonne Parish Consolidated Government. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent.

5.3 POLICIES AND CERTIFICATES

All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

- 5.3.1 The Contractor/ Subcontractor's insurer will have no right of recovery or subrogation against the OWNER, Terrebonne Parish Consolidated Government (TPCG), it being the intention of the parties that the insurance policies so affected shall protect both parties and shall be primary coverage for any and all losses covered by the below described insurance. Contractor's insurers shall waive all rights against Terrebonne Parish Consolidated Government.
- 5.3.2 The OWNER, Terrebonne Parish Consolidated Government, shall be named as an additional insured as respects to liability arising out of activities performed by or on behalf of the Contractor: products and completed operations of the Contractor, premises owned, occupied or used by Contractor. The Commercial General Liability Policy shall include ISO Forms CG 20 10 or its equivalent.
- 5.3.3 The insurance companies issuing the policy or policies shall have no recourse against the OWNER, TPCG, for payment of any premiums or for assessments under any form of policy.
- 5.3.4 Any and all deductibles and/or self insured retentions in the below described

insurance policies shall be assumed and be for the account of, and shall be borne solely by the Contractor/Subcontractor and at his sole expense without any right of reimbursement from the OWNER, and shall not exceed \$10,000 per policy.

5.4 INSURANCE

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof to the OWNER of the following insurance coverages required by the contract. Insurance is to be placed with insurance companies authorized to do business and approved in the State of Louisiana with an A.M. Best's rating of no less than A-:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation. Policies are to be on an Occurrence basis, Claims Made policies are not acceptable. Contractor shall provide an "All-Risk" Builder's Risk Insurance Policy covering all perils typically found and which shall include coverage for wind damage and flood.

5.4.1 All notices will name the Contractor/Subcontractor and identify the contract number. Insurance coverage specified in the GENERAL CONDITIONS (*AIA Document A 201, 1987 Edition*) is to be provided by the Contractor with the following minimum limits:

5.4.1.1 Workers' Compensation-Statutory in compliance with the Compensation Law of the State of Louisiana. Employer's liability to be \$1,000,000. Alternate Employer Endorsement in favor of OWNER; Waiver of Subrogation in favor of OWNER; and Thirty (30) days prior written notice of cancellation, non-renewal, and adverse material change to OWNER. Terrebonne Parish Consolidated Government and the Contractor mutually agree that it is their intention to recognize Terrebonne Parish Consolidated Government as the statutory employer of the contractor's employees (whether direct employees or statutory employees of the contractor) when any of the contractor's employees are doing work and/or providing service under this agreement.

5.4.1.2 USL&H Coverage – If the project or any work involves wharves, piers, docks, decking, floodwalls, levees, battures, other structures or construction near, over, contiguous to or alongside any body of water the policy shall also include USL&H coverage with minimum limits of \$1,000,000; and Maritime Employers' Liability insurance with minimum limits of \$1,000,000. The policy shall provide:

- a. Waiver of Subrogation to include any contract in favor of Terrebonne Parish Consolidated Government; and
- b. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material changes to Terrebonne Parish Consolidated Government by specific endorsement to the applicable policy.

5.4.1.3 Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage. This insurance shall include products/completed operations, contractual liability, personal injury, and without written prior approval of the OWNER, the Commercial General Liability coverages shall not exclude any standardized coverage included in the basic form or limit any coverages for this project in any way that would prohibit or limit the reporting of any claim, suit and the subsequent defense and indemnity that would normally be provided by the policy. The Certificate of Insurance shall indicate which of the seven (7) coverage requirements below are not included in the policy, if any:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;
7. Explosion, Collapse, and Underground (XCU) Coverage

Note: On the certification of insurance, under the description of operations, the following wording is required: THE AGGREGATE LOSS LIMIT APPLIES TO EACH PROJECT, or a copy of ISO form CG2503 (Ed. 11-85) shall be submitted.

Waiver of Subrogation to cover both oral and written contracts in favor of the OWNER and Thirty (30) days notice of cancellation, non-renewal or material change. If unable to provide and grant 30 days notice of cancellation, this should be brought to the attention of the Risk Management Department for approval.

COMBINED SINGLE LIMIT (CSL)-AMOUNT OF INSURANCE REQUIRED

Type of Construction	Projects Up To \$1,000,000	Projects Over \$1,000,000
NEW BUILDING:		
Each Occurrence/Minimum Limit of	\$ 500,000	\$1,000,000
Aggregate (Applicable to this Contract ONLY)	\$500,000	\$1,000,000
RENOVATION:		
Each Occurrence/Minimum Limit of	\$ 500,000*** (Depends on Bldg. Value)	\$1,000,000*** (Depends on Bldg. Value)
Aggregate (Applicable to this Contract ONLY)	\$500,000*** (Depends on Bldg. Value)	\$1,000,000*** (Depends on Bldg. Value)

***While the minimum combined single limit of \$500,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at \$1,000,000 intervals and rounded to the nearest \$1,000,000. Example: Renovation on \$33,000,000 building would require \$3,000,000 minimum combined single limit of coverage.

The Contractor shall continue to maintain in its name Commercial General Liability and, if necessary, Commercial Umbrella Liability insurance that shall be written on ISO Occurrence Form CG 00 01 or an approved alternative, with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 general aggregate and shall, at minimum, cover liability arising from products/completed operations and liability assumed under an insured contract, for at least three (3) years following substantial completion of Work.

5.4.1.4 Business Automobile Liability Insurance with a combined single limit of \$500,000 per occurrence for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverages:

1. Any automobiles;
2. Owned automobiles;
3. Hired automobiles;
4. Non-owned automobiles.

5.4.1.5 An Umbrella Policy may be used to meet minimum requirements.

5.4.1.6 All property losses shall be made payable to and adjusted with OWNER, TPCG.

5.4.1.7 All policies of insurance shall be approved by contracting OWNER, TPCG prior to the inception of any work.

5.4.1.8 Other insurance required is as follows:

5.4.1.8.1 Owner's and Contractor's Protective Liability Insurance shall be furnished by the Contractor and shall name OWNER, Terrebonne Parish Consolidated Government and the Architect or ENGINEER as Named Insured.

	Project Up To	Project Over
	<u>\$1,000,000</u>	<u>\$1,000,000</u>
CSL - Each Occurrence	\$ 500,000	\$1,000,000
General Aggregate	\$1,000,000	\$2,000,000

Designated Project or Premises Form CG 25 11 or equivalent shall be a part of the Policy. This coverage shall be primary and non-contributory from any other insurance available to TPCG, unless that insurance is provided by a different Contractor than the one on the declarations for the same operation and project location.

5.4.1.8.2 Except for those insurance policies which require a “per project” aggregate, all certificates of insurance for policies that contain an aggregate limit must be accompanied by a statement that the aggregate limit is not impaired, or, if the aggregate limit is impaired, to what extent. OWNER may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work and/or during the progress of the work.

5.4.1.9 If, at any time any of the said policies shall be or become unsatisfactory to OWNER, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to OWNER, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to OWNER for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of OWNER, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain any required insurance shall not relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with obligations of the Contractor/Subcontractor concerning indemnification.

5.4.2 Thirty (30) days prior notice of cancellation shall be given to OWNER by registered mail, return receipt requested, on all of the required coverage provided to OWNER in the event of cancellation, non-renewal and/or any changes by insurers with regard to limits, terms or conditions (material changes). All notices will name the Contractor/Subcontractor and identify the contract number.

5.5 INFORMATION TO BIDDERS

RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR. Neither the acceptance the completed work nor payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

5.5.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" section of the contract specifications.

5.5.1.1 Builder’s Risk, if applicable:

If the construction project involves a structure of any kind, this section applies:

The contractor will acquire builders risk coverage for the full value of the project, or in the case of a renovation, for the full value of the renovation which provides all risk coverage for direct physical loss or

damage to buildings/contents or structures during the course of construction. This coverage shall not have a deductible higher than a \$5,000 per occurrence. The deductible is the responsibility of the contractor, and should be taken into consideration when determining contract price.

- 5.5.2 If any of the insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of OWNER, OWNER may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor. However, under no circumstances shall OWNER be responsible for the payment or provision of fees to any Broker, Wholesaler, Agent or Producer involved in the placement or renewal of the policy(ies) in question.
 - 5.5.2.1 The contractor shall purchase and maintain boiler and machinery insurance or additional property insurance as may be required by Laws and Regulations which will include the interest of OWNER, Contractor, Subcontractor, Architect and Architect's Consultants (or ENGINEER and Engineer's Consultants) in the work all of whom shall be listed as insured or additional insured parties.
- 5.5.3 All policies and certificates of insurance SHALL BE APPROVED BY OWNER PRIOR TO THE INITIATION OF ANY WORK. If OWNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the work on the basis of non-conformance with the Contract Documents, OWNER shall notify the Contractor in writing within fifteen (15) days after receipt of the certificates. The Contractor shall provide a written response to OWNER with objections within ten (10) days from the date of the letter request.
- 5.5.4 Other coverage may be required by OWNER based on specific needs. If such other coverage is required for this contract, that coverage will be described in the "Special Conditions" of the contract specifications.
- 5.5.6 Contractors Pollution coverage with minimum limits of \$1,000,000.00 naming TPCG as an Additional Insured due to the nature of work being performed.
- 5.5.7 SUBCONTRACTORS - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein for the Contractor.
- 5.5.8 CERTIFICATE OF INSURANCE AND INDEMNIFICATION AGREEMENT - Contractor shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THESE CERTIFICATES ARE TO BE RECEIVED AND

APPROVED BY OWNER BEFORE WORK COMMENCES, AND THEREAFTER UPON RENEWAL OR REPLACEMENT OF EACH REQUIRED COVERAGE. OWNER reserves the right to require complete, certified copies of all required insurance policies at any time and upon request.

- 5.5.9 INSURANCE REQUIREMENTS FOR CONTRACTORS - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bid.

5.6 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

5.6.1 COVERAGE:

5.6.1.1 Insurance Services Office Commercial General Liability coverage ("occurrence form CG 00 01"). "Claims Made" form is unacceptable. The "occurrence form" shall not have "sunset clause".

5.6.1.2 Insurance Services Office form number CA0001 covering Automobile Liability. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

5.6.1.3 Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

5.6.2 MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

5.6.2.1 Commercial General Liability: Minimum \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

5.6.2.2 Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.

5.6.2.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana (Statutory Benefits). Employers Liability limit is to be \$1,000,000.

- 5.6.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS - Any deductibles or self-insured retentions must be declared to and approved by OWNER, TERREBONNE PARISH CONSOLIDATED GOVERNMENT. At the option of the OWNER, Terrebonne Parish Consolidated Government, either: The

insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.6.4 OTHER INSURANCE PROVISIONS: The policies are to contain, or be endorsed to contain, the following provisions:

5.6.4.1 General Liability and Automobile Liability Coverages

- a) OWNER is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of OWNER.
- b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to OWNER.
- c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.6.4.2 Workers' compensation and Employer's Liability Coverage - The insurer shall agree to waive all rights of subrogation against OWNER for losses arising from work performed by the Contractor for OWNER.

5.6.4.3 All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, non-renewed, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested to OWNER.

5.6.5 ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers with A.M. BEST'S RATING OF NO LESS THAN A-:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Corporation Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

5.7 PARTIAL UTILIZATION - PROPERTY INSURANCE

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or allowed to lapse on account of any such partial use of occupancy.

5.8 PRIMARY COVERAGE

OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.4.1.3, 5.5.1.1, and 5.5.2.1 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by ENGINEER, engineer's consultant or subcontractor, CONTRACTOR will obtain the same.

ARTICLE 6 - Contractor's Responsibilities

6.1 SUPERVISION: CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR'S SUPERINTENDENT:

6.2.1 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR. If OWNER, at any time objects to the superintendent, CONTRACTOR shall provide a replacement superintendent at no increase in Contract Price or Contract Time.

6.2.2 The Superintendent shall, as a minimum, be required to be present at a monthly meeting of the Owner in order to address any applicable questions which may arise during construction of the project and to submit request for consideration and approval of any and all applications for payment. It shall be the Contractor's responsibility to ascertain and verify the time, date and location of said meeting. In the event the Superintendent fails to attend the said meeting, Owner may at his option refrain from approving any outstanding applications for payment until the requirements of this provision are fully complied with.

6.3 WORK HOURS: CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.

- 6.3.1 Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work under the project site shall be performed during normal working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday, legal holidays observed by the OWNER, or December 25th through January 1st of each year, without OWNER'S written consent given after prior written notice to ENGINEER.
- 6.3.2 Normal working hours shall be defined as CONTRACTOR'S normal eight-hour working period occurring between the hours set forth at the pre-construction conference, or if none are set forth, beginning at 7:00 a.m. and ending at 5:00 p.m., exclusive of Saturdays, Sundays, or legal holidays. Work during other than normal working hours may be scheduled as a regular procedure by CONTRACTOR if he first obtains written permission from OWNER. OWNER shall be entitled to recover costs for overtime inspection related to work done during other than normal working hours.
- 6.3.3 If CONTRACTOR, after reviewing the Contract Documents, and for his convenience and at no increase in Contract Price, feels that scheduled work during other than normal work hours will be required to complete the work within the Contract Time, CONTRACTOR shall submit a proposed schedule for said work with the construction schedule as described in Paragraph 2.6 of the General Conditions. This schedule will be reviewed for acceptance by OWNER and discussed at the pre-construction conference as described in Paragraph 2.8 of the General Conditions. If the schedule is accepted by OWNER, OWNER will not seek to recover costs for overtime inspection. OWNER'S approval of CONTRACTOR'S schedule will not be considered a basis for a change in the Contract Price. Changes in Contract Price will be resolved in accordance with Article 11 of the General Conditions.
- 6.3.4 If at any time subsequent to the submission of the construction schedule, an event within the control of CONTRACTOR occurs which, in the opinion of CONTRACTOR, requires him to request approval to schedule Work during other than normal working hours, for his convenience and at no increase in Contract Price, he shall submit at least three (3) working days in advance of overtime period proposed a revised schedule to ENGINEER. If OWNER accepts the schedule, CONTRACTOR will be notified in writing.
- 6.3.5 If the work performed during other than normal working hours is not scheduled in accordance with the procedures described above, or if CONTRACTOR'S schedule is not accepted by OWNER, OWNER will invoice CONTRACTOR for the costs of overtime inspection which will include but may not be limited to costs for engineering, resident project representatives, administrative expenses and other

related costs. In the event CONTRACTOR fails to pay such costs within 30 days after receipt of an invoice from OWNER, the unpaid amount will be deducted from CONTRACTOR'S pay estimates and charged to the Contract.

6.3.6 CONTRACTOR shall light the parts of the work performed during other than normal working hours as required to comply with the Municipality or Agency with jurisdiction.

6.4 MATERIALS, EQUIPMENT AND LABOR: CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 MATERIALS AND EQUIPMENT:

6.5.1 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of subparagraphs 9.13.3 or 9.13.4.

6.5.1.1 Manufacturer's warranty for all material, products and equipment to be furnished by the CONTRACTOR and to be incorporated into the completed work shall be furnished to the OWNER through the CONTRACTOR.

6.5.1.2 The manufacturer of all materials, products and equipment shall furnish complete information as to any special conditions, or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in these specifications be contrary to the manufacturer's recommendations for use of the product, the manufacturer shall at once notify the CONTRACTOR who shall forward same to the ENGINEER for appropriate action. Lack of such notification shall be certification by the CONTRACTOR that specification requirements will be met by the material, products and equipment under project conditions.

6.5.1.3 Data submitted on all equipment shall include complete maintenance

instructions and parts lists in sufficient detail to facilitate ordering replacements.

6.5.2 *Any equipment proposed for installation by the CONTRACTOR shall meet the intent and provisions of the specifications. All equipment shall be equal in performance to that specified. Performance shall mean equal in quality of construction and materials, efficiency, ease of maintenance, reliability and ability to meet the design parameters on which the specifications are based. Service over the life of the equipment is another factor on which the specification is based and the CONTRACTOR shall provide a written assurance that local service and a manufacturers' representative are currently available to provide service.*

6.5.3 *It shall be the responsibility of the CONTRACTOR to make certain that any equipment included in his bid meets the above- listed requirements. The CONTRACTOR shall submit to the ENGINEER a list of similar installations by the manufacturer of all major items of equipment to enable ENGINEER to determine their compliance with these drawings and specifications in regard to performance, design, arrangement and capacity. ENGINEER's out-of-pocket expenses to investigate and inspect similar installations of major items of equipment shall be paid by the CONTRACTOR.*

6.6 ADJUSTING PROGRESS SCHEDULE: CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.6.1) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.7 SUBSTITUTES OR "OR-EQUAL" ITEMS:

See Article 8 of Section B Instructions to Bidders

6.8 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection as to their responsibility. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 A Subcontractor or other person or organization identified in CONTRACTOR'S Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if OWNER does not deliver a written objection thereto within 45 days after CONTRACTOR'S written identification of such Subcontractors. However, if, in accordance with the Louisiana Public Bid Law, OWNER has reasonable objection as to the responsibility of any Subcontractor whether identified in the Bid or

subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change in the Contract Price. After acceptance by OWNER of any particular Subcontractor, CONTRACTOR shall make no substitution without written approval of OWNER. No acceptance by OWNER of any such Subcontractor, supplier, or other person or organization shall constitute a waiver of any right of OWNER to reject defective work.

6.9 **RESPONSIBILITY OF CONTRACTOR FOR SUBCONTRACTORS AND SUPPLIERS:**

- 6.9.1 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.
- 6.9.2 The CONTRACTOR shall coordinate the Work of Subcontractors to avoid conflicts and to assure clearances. Shop drawings of various trades shall be compared by CONTRACTOR before submittal to the ENGINEER for approval, to ascertain that the installation proposed does not conflict with the structured support or space requirement. The CONTRACTOR shall have full responsibility for satisfactory coordination and completion of all subcontract items.
- 6.9.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The Divisions of the Specifications are complementary, and anything mentioned or shown in a Division of the Specifications or in a Specific Trade Drawing shall be of like effect as if shown in all Divisions of the Specifications and in all Drawings.
- 6.9.4 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.8. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.4.1.3 and 5.5.2.1.

6.10 **PATENT FEES AND ROYALTIES:** CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or

the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and any one directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.11 PERMITS: Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses including appropriate NPDES/LPDES permits. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement, CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.12 LAWS AND REGULATIONS:

6.12.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work including appropriate NPDES/LDPES regulations. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

6.12.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.13 TAXES: CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

- 6.14** USE OF PREMISES: CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or by law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.
- 6.15** CLEANING PREMISES: During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.
- 6.16** LOADING STRUCTURES: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 6.17** RECORD DOCUMENTS: CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during the construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.
- 6.18** SAFETY AND PROTECTION: CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.18.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.18.2 All the Work and materials and equipment to be incorporated whether in storage on or off the site.

6.18.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.18.2 or 6.18.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.19 SAFETY REPRESENTATIVE: CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

6.20 EMERGENCIES: In emergencies affecting the safety or protection of persons, the Work, or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

6.21 SHOP DRAWINGS: After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), five copies of all Shop Drawings, unless otherwise indicated in the Supplemental Conditions, which will bear a stamp or specific written indication that

CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specific performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

- 6.22** SAMPLES: CONTRACTOR shall also submit to ENGINEER for review and acceptance with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.23 SHOP DRAWINGS AND SAMPLES SUBMISSION REQUIREMENTS:

6.23.1 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.23.2 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and acceptance of each such variation.

6.24 ENGINEER's REVIEW OF SHOP DRAWINGS AND SAMPLES:

6.24.1 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.24.2 After his first review and comments on the Shop Drawings and samples the ENGINEER will either give his approval in accordance with the provisions of paragraphs 6.24.1, or request changes and corrections as noted. The CONTRACTOR shall then make changes and corrections noted and return

them to the ENGINEER. If the Shop Drawings and samples are then acceptable, the ENGINEER will return them to the CONTRACTOR, as approved. However, if further revisions are required, ENGINEER'S cost and expenses of further review shall be paid by the CONTRACTOR.

6.24.3 ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to such variation at the time of submission as required by paragraph 6.23.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.23.1 and 6.23.2.

6.24.4 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

6.25 CONTINUING THE WORK: CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

6.26 INDEMNIFICATION:

6.26.1 To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER, Terrebonne Parish Consolidated Government, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims,

demands and/or causes of action except those arising out of the sole negligence of Terrebonne Parish Consolidated Government, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suite is groundless, false or fraudulent.

6.26.2 In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph 6.26 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.26.3 The obligations of CONTRACTOR under this paragraph 6.26 shall not extend to the liability of ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

6.27 PROJECT MEETINGS: CONTRACTOR, along with appropriate Subcontractors, shall attend project meetings requested by OWNER for the purpose of discussing and resolving matters concerning the various elements of the work.

6.28 CONTRACTOR shall perform all work under this Agreement as an independent contractor and shall not be considered as an agent, employee, or servant of OWNER, nor shall CONTRACTOR'S subcontractors, employee's agents or servants, be considered to be agents, employees, or servants of OWNER.

6.29 QUALITY CONTROL:

6.29.1 CONTRACTOR shall establish a quality control system, narrative in style, to perform sufficient supervision, inspection and testing of all items of work including that of his Subcontractors to insure conformance to applicable Specifications and Drawings with respect to the material, workmanship, construction, finish, functional performance and identification. CONTRACTOR'S quality control system will specifically include the surveillance of the tests required in the technical provisions of the Specifications. A person shall be placed in charge of the CONTRACTOR'S quality control system and that person shall be other than the CONTRACTOR'S superintendent.

6.29.2 CONTRACTOR'S quality control will specifically include the checking,

approval and coordination of all Shop Drawings, the ascertaining of the compliance of all items with specification requirements and the tests required in the technical provisions of the specifications, a procedure for preparing non-conformance reports, and completing a Daily Quality Control Report.

- 6.29.3 CONTRACTOR has the sole responsibility for compliance of the construction with the requirements of the Drawings and Specifications and the quality control system shall be such that this compliance is assured.
- 6.29.4 The quality control person shall, in the presence of the OWNER'S or ENGINEER'S Project Representative, check all contractor established elevations, the location of all underground pipelines and electrical conduits before covering begins, all reinforcing steel before pouring concrete, and any other item which cannot be located and inspected when work is complete. Data obtained shall be recorded by the quality control person on the record documents.
- 6.29.5 Within ten days after the date of the Agreement, CONTRACTOR shall furnish ENGINEER a quality control plan which shall include the name and experience record of the person in charge, procedures, instructions and reports to be used.
- 6.29.6 The form of Quality Control Daily Report is shown in Exhibit "B". This form shall be completed by the CONTRACTOR and each sub-contractor. This daily report shall include complete information as to personnel and equipment being utilized on the project along with a summary of work activities, (i.e., footage of various pipe laid, piles driven, equipment installed etc.) for each days work. These daily reports shall be included with CONTRACTOR'S monthly application for payment. The application for payment will be considered incomplete and will not be processed without inclusion of the Quality Control Daily Reports.

ARTICLE 7 - Other Work

- 7.1 RELATED WORK AT SITE: OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.
- 7.2 ACCESS TO THE SITE: CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of

others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.

- 7.3** ACCEPTANCE OF THE WORK OF OTHERS: If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other CONTRACTOR or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure so to report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

7.4 COORDINATION:

- 7.4.1 Whenever Work to be performed by CONTRACTOR is dependent upon the work of other parties, CONTRACTOR shall coordinate that Work with the dependent work to the same extent that CONTRACTOR is required to coordinate dependent Subcontractor Work. Installation of Work by CONTRACTOR, directly or through a Subcontractor, in any given area, shall constitute acceptance by CONTRACTOR (including the Subcontractor) of all previously placed dependent work.
- 7.4.2 If OWNER contracts with other parties for other work, ENGINEER will have the authority and responsibility for coordinating activities of CONTRACTOR and those parties, unless another person or organization with specific authority and responsibility for coordination of the CONTRACTOR and those other parties is expressly designated in the Supplementary Conditions or at the pre-construction conference.
- 7.4.3 If OWNER contracts with other parties for other work, CONTRACTOR shall be responsible for cooperating with ENGINEER fully in the coordination of CONTRACTOR's Submittals with dependent Submittals of those other parties whose work in any way relates or depends upon the Work, or visa versa. When submitted to ENGINEER any such coordinated Submittal of CONTRACTOR shall identify by specific notation, within or attached to that Submittal, each and every item of interface with the other work.

7.5 MUTUAL DUTIES AND RESPONSIBILITIES:

- 7.5.1 If CONTRACTOR causes damage to the work or property of others, or if a claim arising out of CONTRACTOR's execution of Work is made by another party against CONTRACTOR, OWNER, or ENGINEER, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall defend, indemnify and hold harmless OWNER, ENGINEER and others as provided in paragraph 5.2, from and against all claims arising out of or resulting from damage by CONTRACTOR to the work or property of others or from CONTRACTOR's execution of the Work.

- 7.5.2 If another party causes damage to Work or property of CONTRACTOR, or if the performance of other work results in any claim by CONTRACTOR, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall not begin any action against OWNER or ENGINEER, their consultants, agents or any of their directors, officers, shareholders, agents or employees, or others indemnified as provided in paragraph 5.2, or permit any action against them to be maintained in CONTRACTOR's name or for CONTRACTOR's benefit before any court or tribunal, which action seeks to impose any liability or recover any damages from OWNER or ENGINEER for such claim.
- 7.5.3 Except as excluded in paragraph 7.5.4, if any party performing other work causes suspension of Work resulting in unreasonable delay under the circumstances, and if, upon a request from CONTRACTOR, OWNER concludes that any such delay requires a change in Contract Price or Contract Time, OWNER shall, pursuant to Articles 10 through 12, authorize such a change in Contract Price or Contract Time, or both.
- 7.5.4 If a party performing other work is granted an extension in a contract time only (based on unreasonable delay under circumstances not caused in whole or in part by acts or omissions of that party, OWNER, ENGINEER or OWNER's representative on that other work), and if, upon a request from CONTRACTOR, OWNER concludes that the extension granted to the other work requires a change in a coterminous Contract Time in the Contract Documents, OWNER shall authorize the necessary change in Contract Time only.
- 7.6** CONTRACTOR'S RESPONSIBILITY FOR OWNER COSTS: If CONTRACTOR becomes involved in settling or otherwise resolving claims with other persons performing other work arising out of events covered under paragraphs 7.5.1 or 7.5.2, or because of any other similar controversy, including damage to the Work or other work or a dispute about responsibility for clean-up or any other issue, neither OWNER, ENGINEER, nor any of their consultants, agents nor any of their directors, officers, stockholders nor employees will be involved in any way in such actions (except if subpoenaed). If OWNER incurs costs contrary to the provisions of this Article, CONTRACTOR shall reimburse those costs to the OWNER.

ARTICLE 8 - Owner's Responsibilities

- 8.1** Written communications from OWNER to CONTRACTOR will generally be issued through ENGINEER. If the need arises to issue written communication directly, a copy will be issued concurrently to ENGINEER. Written communications from CONTRACTOR to OWNER shall be issued to ENGINEER (and include two (2) copies for OWNER); from Subcontractor or Suppliers shall be issued through CONTRACTOR.
- 8.2** In case of termination of the employment of ENGINEER, OWNER shall appoint another ENGINEER whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to the provisions of Article 16.

- 8.3** OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.
- 8.4** OWNER'S duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.
- 8.5** OWNER is obligated to execute Change Orders, either unilateral or negotiated, in OWNER's sole discretion, covering necessary changes in the work.
- 8.6** OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.4.
- 8.7** In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - Engineer's Status during Construction

- 9.1** OWNER'S REPRESENTATIVE: The OWNER will provide an OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER.
- 9.2** VISITS TO SITE: In addition to the OWNER's representative, ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Neither the OWNER's representative nor the ENGINEER will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.
- 9.3** PROJECT REPRESENTATION: OWNER may furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work.
- 9.4** CLARIFICATIONS AND INTERPRETATIONS: ENGINEER will issue with reasonable promptness such written clarification of interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR

believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12 of the General Conditions.

9.5 AUTHORIZED VARIATIONS IN WORK:

9.5.1 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or 12.

9.5.2 ENGINEER shall prepare change orders at OWNER'S request, and when required by the contract documents, ENGINEER shall set the price and/or time adjustments he deems reasonable.

9.6 REJECTING DEFECTIVE WORK: ENGINEER, based on its observations, reports of resident engineer(s) and/or reports of Resident Project Representative(s) will have authority to disapprove or reject Work at any time during the construction of the Work, which does not conform to the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the work as provided in Paragraph 13.9, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by ENGINEER of disapproval or rejection of non-conforming Work, CONTRACTOR shall take immediate action to correct same.

9.7 SHOP DRAWINGS: In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.21 through 6.25, inclusive.

9.8 CHANGE ORDERS: In connection with ENGINEER'S responsibilities for Change Orders, see Articles 10, 11 and 12.

9.9 PAYMENTS: In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

9.10 DETERMINATIONS FOR UNIT PRICES: ENGINEER will determine the actual quantities and classifications of unit price work performed by CONTRACTOR. Engineer will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application of Payment or otherwise). ENGINEER's written decision will be final and binding on CONTRACTOR, unless within ten days after the date of any such decision, CONTRACTOR delivers to the ENGINEER and OWNER written notice of intention to appeal the ENGINEER's decision.

9.11 DECISIONS ON DISPUTES: ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the

Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days of after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

- 9.12** When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraph 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

9.13 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

- 9.13.1 Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.
- 9.13.2 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13.3 or 9.13.4.
- 9.13.3 ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.4 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - Changes in the Work

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order, Field Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.1 CHANGE ORDERS: Change orders may be issued by OWNER in one of the following manners:

10.1.1 Bilateral change order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR have agreed on the price and time adjustment made necessary by the particular change order.

10.1.2 Unilateral change order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular change order, within the scope of the project. The OWNER will issue the unilateral change order setting forth such price and/or time adjustments that ENGINEER shall deem reasonable. Any dispute in connection with the issuance of a unilateral change order shall be subject to the provisions of paragraph 9.11 and Article 16.

10.2 CHANGE ORDER CLAIM: If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change or Change Order, a claim may be made therefore as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.20 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

10.4.1 Changes in the Work which are ordered by OWNER pursuant to Article 10, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14 or are agreed to by the parties;

10.4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties; and

- 10.4.3 Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.25.
- 10.5** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.
- 10.6** WRITTEN PROPOSALS: At any time ENGINEER may request a quotation from CONTRACTOR for a proposed change in the Work. Within 15 calendar days after receipt of a Notice of a Proposed Change, unless otherwise indicated in the Notice, CONTRACTOR shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time corresponding to the proposed change. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with the requirements of Articles 11 and 12 and in sufficient detail to reasonably permit an analysis by ENGINEER of all material, labor, equipment, subcontract, and overhead costs and fees and shall cover all aspects of the work involved in the change, whether such was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed quotation will not constitute a basis for an increase in contract time.
- 10.7** FIELD ORDER: ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order or in the approval of a shop drawing or sample, and shall be binding on CONTRACTOR. CONTRACTOR shall proceed with the performance of the changes in the Work so authorized by ENGINEER unless CONTRACTOR believes that such Field Order or approved shop drawing or sample entitles him to a change in the Contract Price or Time, or both, in which case CONTRACTOR shall give ENGINEER a written Notice of a Proposed Change thereof along with supporting documentation within 3 days of receipt of the Field Order or the approved shop drawing or sample and prior to commencing work. CONTRACTOR shall document the basis for the change in Contract Price or Time in accordance with paragraph 10.6 and the requirements of Article 11 and Article 12. Request for a Change Order to adjust Contract Price or Time arising out of a Field Order or an approved shop drawing will not be considered without the attachment thereto of a copy of the referenced Field Order or approved shop drawing. No claim by CONTRACTOR will be allowed if The Notice of a Proposed Change is submitted

after Work on the Field Order or the approved shop drawing or sample has commenced, or after Final Payment under this Agreement.

- 10.8** CONTRACTOR'S ACCEPTANCE OF A CHANGE ORDER: The increase or decrease in Contract Price or Contract Time, or both stated in a Change Order signed by CONTRACTOR shall unequivocally comprise the total price and/or time adjustment due or owed for the Work or changes defined in the Change Order. By executing a Change Order, CONTRACTOR acknowledges and agrees that the stipulated increases or decreases in Contract Price and/or time represent full compensation for all increases or decreases in the cost of or the time required to perform the entire Work under the contract arising directly or indirectly from the change, including the costs and delays associated with the interruption of schedules, extended overheads, delay, loss of momentum, acceleration to overcome delays and loss of momentum, and cumulative impacts or ripple effect on all other non-affected work under this contract. Such signing of a Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the Work as set forth in the Contract Documents. Acceptance of this waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR will waive all rights to file a claim on the Change Order after it is properly executed by OWNER and CONTRACTOR
- 10.9** If upon the review of any proposal or claim submitted by CONTRACTOR, ENGINEER or OWNER determines that an adjustment or that no adjustment in Contract Price or Contract Time is justified under the Contract documents, that determination shall be final and binding on CONTRACTOR unless CONTRACTOR files a subsequent written notice of claim in the form of a Notice of Proposed Change in accordance with Articles 11 and 12, referencing the disputed determination, and CONTRACTOR furnishes any additional supporting data requested by ENGINEER or OWNER.

ARTICLE 11 - Change of Contract Price

- 11.1** The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.
- 11.2** The Contract Price may only be changed by a Change Order CONTRACTOR shall notify ENGINEER by means of a Written Notice of a Proposed Change within fifteen days, or earlier if so required elsewhere in the Contract Documents, of the occurrence of an event which CONTRACTOR believes entitles him to a change in the Contract Price. Supporting data shall be delivered within fifteen days of such notice or within thirty days of such occurrence, whichever is later, unless OWNER allows an additional period of time to ascertain accurate cost data. CONTRACTOR must prove that additional costs were necessarily incurred which meet the criteria set forth in Paragraph 10.4, despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent such costs. Failure of CONTRACTOR to comply with the time requirements

for written Notice of a Proposed Change or for submittal of supporting data shall be considered to be a waiver by CONTRACTOR of any claim for an addition to the Contract Price.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 LUMP SUM PRICES INCLUDED IN THE CONTRACT: Where the Work involved is covered by lump sum prices included in the Proposal Documents, Schedule of Contract Items and Unit Price; the Contract Price shall be adjusted by the lump sum prices.

11.3.2 UNIT PRICES INCLUDED IN THE CONTRACT: Where the Work involved is covered by unit prices included in the Proposal Documents, Schedule of Contract Items and Unit Price,

and the actual quantities required differ from that shown on the Proposal Documents, or those indicated in the Contract Documents, the Contract Price shall be adjusted by application of unit prices to the actual quantities of the items involved.

11.3.3 NEGOTIATED UNIT PRICES: If the Work involved is not covered by unit prices contained in the Contract Documents, unit prices may be negotiated on the basis of costs estimated in accordance with this Article 11.

11.3.4 NEGOTIATED LUMP SUM: If the Contract Price is adjusted on the basis of an agreed to Lump Sum, and the costs are estimated in accordance with this Article 11.

11.3.5 COST OF THE WORK: If OWNER and CONTRACTOR cannot agree that any of the methods described in 11.3.1, 11.3.2, 11.3.3 or 11.3.4 above are appropriate for the proposed work, OWNER may direct CONTRACTOR to proceed on the basis of actual costs in accordance with Article 11.

11.3.6 UNILATERAL CHANGE ORDER: If OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular proposed change order, the OWNER may issue a unilateral change order setting forth such price and/or time adjustments that ENGINEER shall deem reasonable.

11.4 COST OF THE WORK: The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 The Cost of the Work involved includes payroll costs for CONTRACTOR's craft labor, including foremen, assigned to the site and engaged in furnishing and incorporating materials or equipment in the Work involved. Labor work

hours shall not exceed current "Means open Shop Building Construction Cost data" applicable to the work involved. Payroll costs shall include wages and may include those labor burdens expressly certified in advance by a duly authorized financial representative of CONTRACTOR and so approved by OWNER. Examples of labor burdens include social security, unemployment taxes, worker's compensation, health and retirement benefits, vacation and holiday pay. When determining actual payroll costs under paragraph 11.3.5: (a) contemporaneously, daily time sheets certified by CONTRACTOR and verified by ENGINEER along with certified payroll records shall be valid records; (b) after-the-fact daily time sheets shall be valid only if they expressly correlate to the Work involved, and if recorded at that time and used for payroll.

11.4.2 The Cost of the Work involved includes payments by CONTRACTOR to Suppliers for material and equipment used in the Work involved, including transportation, storage and necessary Suppliers' field services. All trade discounts, rebates and refunds and all returns from sale of surplus items shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained. If required by OWNER, CONTRACTOR shall obtain bids for designated materials or equipment and nominate at least two (2) Suppliers for selection by OWNER. When determining actual Supplier costs, invoices segregating items associated with the Work involved shall be the record upon which to base actual costs.

11.4.3 The Cost of the work involved includes payments made by the CONTRACTOR to Subcontractor for the Work involved performed by the Subcontractor. The methods for calculating Subcontractors' costs shall be the same as for CONTRACTOR costs, except that the term Subcontractor shall replace the term "CONTRACTOR", context permitting. If OWNER requires, CONTRACTOR shall obtain detailed competitive sub-bids and nominate at least two (2) Subcontractors for the performance of any work involved for selection by OWNER.

11.4.3.1 All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Construction Equipment Costs: The Cost of the work involved includes costs for individual construction equipment with replacement value in excess of \$1,000,000. Transportation, loading and unloading, installation, dismantling and removal costs shall be allowed only if prior consent is obtained from ENGINEER, and if equipment is, or was, transported to the site solely for the Work involved. Shipping costs will be allowed if the equipment requires the use of a carrier, and provided the travel distance does not exceed that for equipment in Terrebonne Parish. When multiple attachments are used, only the highest cost attachment shall be recoverable. Equipment costs shall cease when the equipment is no longer needed for the Work involved. Payroll costs for labor operating the equipment are as specified in paragraph 11.4.1. Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work.

- 11.4.4.1 When determining actual construction equipment costs under paragraph 11.3.5: (a) contemporaneously, daily logs of the equipment, operators and actual usage, verified by ENGINEER, shall be the valid records; (b) after-the-fact, such daily records shall be valid only if developed when the Work involved was performed and used for accounting purposes.
- 11.4.4.2 Rented or owned equipment at the site, idled solely by actions of OWNER or ENGINEER, shall be paid at the rates for rented equipment, or based on fifty percent (50%) of the rates for owned equipment, respectively, provided that the idle period exceeds that normally experienced for such equipment and occurs during normal working hours.
- 11.4.4.3 Rented or Leased Construction Equipment: Construction equipment rented or leased from third parties shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on the actual rental or lease agreements), or in the event that no agreement is reached, using those rates listed in the Rental Rate "Blue Book" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area and applicable to the equipment (model number and year), but in no event shall the rate exceed those issued by local equipment rental companies within Terrebonne Parish. The equipment rate for second or third shift Work shall not exceed fifty percent (50%) of the base rate. Operating costs shall not exceed the hourly operation rate in the Blue Book. Hourly rates for equipment previously in use on the work for at least a month shall be based on the monthly rate divided by 176 hours. Equipment previously in use for only one week or not previously in use at the site shall not be invoiced to OWNER at rates higher than the following schedule of equipment use and payment category: applicable to equipment listed in the Rental Rate "Blue Book"
- | | |
|-------------------------------|--------------|
| Less than 8 hours | Hourly Rate |
| 1 day but less than 7 days | Daily Rate |
| 1 week but less than 30 days | Weekly Rate |
| 30 days or more (when in use) | Monthly Rate |
- 11.4.4.4 Owned Construction Equipment: Construction equipment Owned by CONTRACTOR, or rented or leased from lessors associated with or owned by CONTRACTOR, shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on rates consistent with CONTRACTOR's normal accounting practices), or in the event that no agreement is reached, using the rates listed in the "Contractor's Equipment Cost Guide" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area,

but in no event shall the equipment ownership costs exceed rental rates of local equipment rental companies within Terrebonne Parish and operating costs shall not exceed the hourly operation rate in the Blue Book. For multiple shifts, rates shall not exceed the shift Work adjustments recommended in the "Contractor's Equipment Cost Guide".

11.4.5 Supplemental costs including the following:

- 11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.
- 11.4.5.2 Costs of field supplies and purchase costs (less market value if not consumed) of tools individually valued at less than \$1,000 that are not owned by the workers, if CONTRACTOR provides an itemized list of the field supplies and tools required for the performance of the Work involved; however, no such costs shall be allowed over 4% of the labor costs under paragraph 11.4.1, excluding burdens, unless CONTRACTOR furnishes detailed data sufficient to allow verification that a higher percentage is appropriate for the work involved.
- 11.4.5.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- 11.4.5.4 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- 11.4.5.5 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.
- 11.4.5.6 The costs of utilities, fuel and sanitary facilities at the site.

11.4.5.7 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.8 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work, all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.8 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.5.7 Attorney's Fees and/or Court Costs.

11.5.8 Costs or fees of consultants retained or utilized by CONTRACTOR, or his agents, for the purpose of making or filing a claim against OWNER, pursuing litigation or defending any claim and/or dispute.

11.5.9 CONTRACTOR shall not be allowed to include as part of the Cost of the Work involved any construction equipment or supplemental costs that cannot be shown to increase on account of, or are not directly attributable to, the performance of the Work involved. Payroll costs for the full time resident superintendent included within the requirements of paragraph 6.2.1 are but one example of such costs.

- 11.6** CONTRACTOR'S FEE: The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined by negotiations. The objective of negotiations shall be the exercise of sound business judgment including a fair and reasonable profit based on assumptions of risk, exposure to weather, size of the change, percent of subcontracted work, equipment requirements, and time of performance. In no case, however, shall the fee for overhead and profit exceed the following percentages of the various portions of the Cost of the Work:
- 11.6.1 For costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR'S fee shall not exceed 15%;
- 11.6.2 For costs incurred under paragraph 11.4.3, and for work performed by a CONTRACTOR'S Subcontractor, the CONTRACTOR'S fee shall not exceed 10% and the Subcontractor's fee shall not exceed 15%; for costs incurred under paragraph 11.4.3, and Work performed by a Subcontractor's Subcontractor, the CONTRACTOR'S and the Subcontractor's fee shall not exceed 5% and 5%, and the Subcontractor's fee shall not exceed 15%.
- 11.6.3 No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4 and 11.5.
- 11.6.4 The amount of credit to be allowed by CONTRACTOR to OWNER for any such a change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S fee in accordance with the following:
- 11.6.5 When both additions and credits are involved in one change, and the additions exceed the credits, the adjustment in CONTRACTOR'S fee shall be computed on the amount by which the additions exceed the credits, except that no adjustments shall be allowed on the costs developed in accordance with paragraph 11.3.1.
- 11.6.6 When both additions and credits are involved in one change, and the credits exceed the additions, CONTRACTOR will be allowed to retain fee on the amount by which the credits exceed the additions, except that no adjustment shall be allowed on the costs developed in accordance with paragraph 11.3.1 or 11.3.2.
- 11.7** Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.
- 11.8** RESERVED
- 11.9** UNIT PRICE WORK:
- 11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated

quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.9.3 Unit Prices contained in the initial Contract shall not be changed under any circumstances. (Reference Louisiana Public Bid Law).

11.9.4 If CONTRACTOR believes a variation from estimated quantities of Unit Price Work is such as to require an increase in the Contract Time, CONTRACTOR shall within seven days of knowledge of the variation in quantities, submit a written Notice of a Proposed Change to ENGINEER, and proceed to substantiate his claim within fifteen days of the delivery of the notice with the analysis and documentation required in this Section of the General Requirements.

ARTICLE 12: Change of Contract Time

12.1 The Contract Time may only be changed by a Change Order. Any claim or request for an extension in the Contract Time shall be based on a written Notice of a Proposed Change delivered to ENGINEER within seven days, or earlier if so required in the Contract Documents, of the occurrence of the event giving rise to the request or claim. Supporting data as to the extent of the request or claim shall be delivered within fifteen days of such Notice, or within twenty-two days of the event giving rise to the occurrence, whichever is later, unless ENGINEER allows an additional period of time to ascertain more accurate data. CONTRACTOR must prove that extensions to the Contract Time have materialized which meet the combined criteria set forth in paragraph 12.2 below and Official Progress Schedules of the General Requirements, despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent or overcome such delays. Failure of CONTRACTOR to comply with the time requirements for written Notice or for submittal of supporting data shall be considered to be a waiver by CONTRACTOR of any claim for an extension in the Contract Time.

12.2 The Contract Time will be extended in an amount equal to the time lost due to delays beyond the control and without the fault of CONTRACTOR, and which CONTRACTOR could not have guarded against, if a claim is made therefore as provided in Paragraph 12.1 and is substantiated to the satisfaction of OWNER. Such delays may include, but not limited too, unusually severe weather, sink holes, archaeological finds, acts of God, acts of the public enemy, acts of OWNER in either its sovereign or contractual capacity, furnishing of lands, right-of-way or easements by OWNER, acts of another CONTRACTOR in the performance of a Contract with OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,

or delays of Subcontractors of Suppliers at any tier arising from causes other than normal weather beyond the control and without the fault or negligence of both CONTRACTOR and such Subcontractors and Suppliers; and further provided that

12.2.1 The Contract Time is extended only to the extent that the delay is unreasonable under the Contract, which is the extent the delays set forth in paragraph 12.2 above exceed the Total Float Time available in the Official Schedule and extend completion of the Work, or specified part of the work, beyond the corresponding Contract Time.

12.3 If upon evaluation of CONTRACTOR's analysis, OWNER justifies an extension in Contract Time under paragraph 12.1 through 12.3 for delay not caused in whole or in part by acts or omissions within the control of OWNER or ENGINEER, the OWNER shall authorize the necessary change in Contract Time only.

12.4 COMPENSABLE DELAY:

12.4.1 Unless otherwise excluded in the Contract Documents, an extension in Contract Time may be combined with an increase in Contract Price to the extent the delay was not concurrent with CONTRACTOR delay, was caused in whole or in part by acts or omissions within the control of OWNER or ENGINEER and is due to one of the following: Underground Facilities that are not shown (i.e., previously unknown); an emergency; objection, for OWNER's convince, to a Subcontractor, historic resources, uncovering of work not found to be defective under paragraph 13.9; delay under paragraph 7.5.3 or any other suspension of Work; changes in the Work; differing site conditions; and variation in quantities.

12.4.2 Changes in Contract Price for extensions in Contract Time may include increase in the Cost of the Work, as provided in Article 11, related to the extension in Contract Time, but shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuous basis but primarily used in the furnishing and incorporating of materials/equipment into the Work, (b) operating costs and owned/rental costs of construction equipment used solely in the furnishing and incorporating of materials/equipment into the Work (crane used for specific lifts, concrete pump used for specific pours, etc.), and fully paid site facilities, tools, etc.

12.4.3 If a delay meeting the conditions of paragraph 12.4.1 delays Substantial completion of the Work beyond the Contract Time for Substantial Completion, OWNER shall negotiate with CONTRACTOR the reimbursement of an amount to cover administrative costs (under paragraphs 11.5.1 through 11.5.4) that will be or were unabsorbed prior to the expiration date of that contract Time. Reimbursement shall be based on the lesser of (a) five percent (5%) times that portion of the Contract Price remaining un-billed, less retainage, prior to the expiration of that Contract Time, or (b) the product of that un-billed portion of the Contract Price times the (company wide) ratio

of CONTRACTOR's administrative costs to billings, or (c) that amount derived by an application of the Eichleay formula.

12.4.4 CONTRACTOR shall not recover from OWNER (a) acceleration costs incurred to overcome delays which warrant extensions in Contract Time but exclude changes in Contract Price, (b) escalation costs for any part of the Work not delayed beyond the Late Dates in the Official Schedule, or (c) delay costs not expressly allowed in this Article.

ARTICLE 13 - Warranty and Guarantee; Tests and Inspections: Correction, Removal or Acceptance of Defective Work

13.1 WARRANTY AND GUARANTEE: CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of observed defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

13.1.1 The obligations of CONTRACTOR under this Paragraph 13.1 shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

13.1.2 In special circumstances where a particular item of equipment or part of the Work reaches Substantial Completion upon successful performance of Pre-operational Testing, and notwithstanding anything in the Contract Documents to the contrary, CONTRACTOR shall maintain the particular item of equipment or part of the Work in good order and in proper working condition during the period between Substantial Completion and Initiation of Operation, and for such maintenance CONTRACTOR shall receive no adjustment to the Contract Price.

13.1.3 The warranty or guarantee provided by CONTRACTOR under Paragraph 13.1 of the General Conditions shall remain in full effect throughout the period from the date of Initiation of Operation of the entire work to the end of the Correction Period (as that term is defined in these General Conditions).

13.2 ACCESS TO WORK: ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 NOTICE OF TESTS AND INSPECTIONS: CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4 TESTS AND INSPECTIONS: If any laws or regulations of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection,

testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER'S or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval to CONTRACTOR'S purchase thereof for incorporation in the work.

- 13.4.1 All construction testing and certifications required under the Specifications shall be performed by Certified Technicians from an Independent Testing Laboratory. The CONTRACTOR shall propose a private testing laboratory in writing to the ENGINEER, together with a copy of the instruction provisions of his proposed sub-agreement, so that the ENGINEER may determine the proper instructions are included in compliance with the specification. Upon approval by the ENGINEER, the CONTRACTOR shall cooperate the with testing laboratory by furnishing material for testing, space for storage and transportation of the samples as necessary. Compensation for testing and certification shall be included within price bid for associated items of work. No separated measurement or additional compensation shall be allowed.
- 13.4.2 The Testing Laboratory shall submit to the ENGINEER three (3) typed copies and to the CONTRACTOR one (1) typed copy, of all applicable test data, certifications and reports as required. All required test data and material certifications for each respective item of work must be submitted to the ENGINEER prior to application for payment. Any applications not accompanied by required test data and/or certifications shall be recommended for payment at an amount not to exceed 50% of contract until cost of required test data and certifications are submitted and subsequently approved.
- 13.4.3 Upon completion of the project and prior to substantial completion, the testing laboratory shall address a letter to the OWNER in which the laboratory shall certify that all testing and certification requirements of the specification have been satisfactorily met.
- 13.4.4 The CONTRACTOR is cautioned to provide termination provisions in its sub-agreement with the testing laboratory. In the event that the testing services prove not up to recognized standards, the ENGINEER reserves the right to withdraw his approval and require another laboratory be furnished by the CONTRACTOR at no increase in Contract Price.
- 13.5** All inspections, tests or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).
- 13.6** If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

- 13.7** Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.
- 13.8** UNCOVERING WORK: If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S expense.
- 13.9** PAYMENT FOR UNCOVERING WORK: If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, (including but not limited to fees and charges of Engineers, Architects, Attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price of an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.
- 13.10** OWNER MAY STOP THE WORK: If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party. In the event the OWNER stops the work pursuant to this paragraph 13.10, CONTRACTOR shall not be entitled to delay damages, including without limitation, demands for extended job site overhead, home office overhead, cumulative impacts, loss of productivity and efficiency, learning curve impacts, equipment down time and/or interest penalties, occasioned directly or indirectly by the stop work order.
- 13.11** CORRECTION OR REMOVAL OF DEFECTIVE WORK: If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers,

architects, attorneys and other professionals, and court costs) made necessary thereby. CONTRACTOR shall not be entitled to time extension of the Contract Time for correction or removal of defective work.

13.12 ONE YEAR CORRECTION PERIOD: If within the period from the date of Substantial Completion of a particular item of equipment or a designated part of the work to one year after the date of Initiation of Operation for the Project, the particular item of equipment or designated part of the work is found to be defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with ENGINEER'S written instructions, either correct such defective Work, or if it has been rejected by ENGINEER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR.

13.12.1 Subject to the conditions set forth in paragraphs 13.1.2 and 13.1.3 and the adjustments described in Subparagraphs 13.12.2, below, the Correction Period shall be one year.

13.12.2 Unless another date is indicated in the Contract Documents the date the Work is Substantially Complete shall be the date for Initiation of Operation to occur. However, OWNER may at its sole option advance or delay the date for Initiation of Operation, and CONTRACTOR'S obligations to extend warranties and guarantees in accordance with paragraph 13.1.2 and 13.1.3 or to maintain the Work in accordance with paragraph 13.1.2 until then shall remain absolute. Applicable Change Orders shall be executed by the parties to adjust the Contract Price, as appropriate.

13.12.3 CONTRACTOR'S responsibilities under the paragraph 13.12, including sub-paragraphs, are in addition to, not in lieu of, all other obligations imposed by these contract documents, or imposed by applicable State laws.

13.13 ACCEPTANCE OF DEFECTIVE WORK: If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendations of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will

be paid by CONTRACTOR to OWNER.

- 13.14** OWNER MAY CORRECT DEFECTIVE WORK: If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies shall be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

ARTICLE 14 - Payments to Contractor and Completion

- 14.1** SCHEDULE OF VALUES: The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.
- 14.2** APPLICATION FOR PROGRESS PAYMENT: At least fifty-five days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to

OWNER, as will establish OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Only major items of material and equipment to be incorporated in the project will be eligible for payment. These items must be easily accountable by the ENGINEER. Payment for these materials will be invoice prices for the material, submitted with the request for payment, which price shall not exceed the appropriate portion of the contract items in which such materials are to be incorporated. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

14.2.1 Notwithstanding any other provisions of these contract documents to the contrary, OWNER is under no duty or obligation whatsoever to any Subcontractor, laborer or other party to ensure that payments due and owing by CONTRACTOR to any of them are or will be made. Such parties shall rely only on CONTRACTOR'S surety bonds for remedy of nonpayment by CONTRACTOR.

14.3 CONTRACTOR'S WARRANTY OF TITLE: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.4 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT: ENGINEER will, within ten days after receipt of each application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and re-submit the Application. Forty-five (45) days after presentation of the Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle

- CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.
- 14.6** ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.
- 14.7** ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify and such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:
- 14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,
 - 14.7.2 the Contract Price has been reduced by Change Order,
 - 14.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or
 - 14.7.4 of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.
 - 14.7.5 OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER, or OWNER has claims against CONTRACTOR including but not limited to liquidated damages for anticipated or actual late completion, on account of CONTRACTOR'S performance or furnishing of the Work, or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR prompt written notice (with a copy to ENGINEER) stating the reasons for such action.
- 14.8** SUBSTANTIAL COMPLETION: When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reason therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion, which shall fix the date of substantial completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate

or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within twenty-eight days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons e. If after consideration of OWNER'S objections, ENGINEER considers the WORK substantially complete, ENGINEER will within said twenty-eight days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be complete or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER'S issuing the definitive certificate of Substantial Completion ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9 EXCLUSION OF CONTRACTOR FROM SITE: OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.10 PARTIAL UTILIZATION: Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial

Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

- 14.10.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work OWNER, shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.
- 14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.7 in respect of property insurance.
- 14.11 LIEN PERIOD: Within twenty-one (21) days of the receipt of the definitive Certificate of Substantial Completion from ENGINEER, OWNER shall adopt and record a Resolution of Acceptance with the Recorder of Mortgages of the Parish in which the Agreement has been recorded. The recording of this Resolution of Acceptance shall commence a lien period of not less than forty-five (45) consecutive calendar days, during which period the retainage stated in the Supplementary Conditions will be withheld by OWNER. After the said lien period, CONTRACTOR shall be responsible for obtaining from the Recorder of Mortgages a Certificate that the Agreement at the end of said forty-five day period, is clear of all liens, privileges, judgments or encumbrances of any nature whatsoever, which certificate he shall submit with his application for final payment to ENGINEER.
- 14.12 FINAL INSPECTION: Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of the particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.
- 14.13 FINAL APPLICATION FOR PAYMENT: After CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER, and delivered four (4) sets of

all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.17) and other documents, all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.17), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

14.13.1 Notwithstanding any provision of the Contract Documents to the contrary, OWNER shall not be deemed to have accepted the work or to have waived claims against CONTRACTOR as provided in Paragraph 14.16 until (i) Initiation of Operation and (ii) payment of all remaining amount of the Contract Price.

14.13.2 As a condition to payment of all remaining portions of the Contract Price of the Unit Price Agreement, CONTRACTOR shall perform all Startup Testing and shall notify ENGINEER that the work is ready for final inspection. Such Startup Testing and notice to ENGINEER may be accomplished only after CONTRACTOR delivers written notice of the expected date of Initiation of Operation.

14.13.3 The requirements and provisions of Paragraphs 14.11, 14.12, and 14.13 of the General Conditions shall apply to payment of the remaining Contract Price pursuant to the *Unit Price Agreement, as well to final payment under the Unit Price Agreement.*

14.14 FINAL PAYMENT AND ACCEPTANCE: If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the Final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.17. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the

necessary corrections and re-submit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER'S recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.15 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.16 CONTRACTOR'S CONTINUING OBLIGATION: CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.14, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.17).

14.17 WAIVER OF CLAIMS: The making and acceptance of any final payment will constitute:

14.17.1 A waiver of all claims by OWNER against CONTRACTOR, except claims previously made in writing and still unsettled, or claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.12 or from failure to comply with the Contract Documents or the terms of any special guarantees specified herein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

14.17.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - Suspension of Work and Termination

15.1 OWNER MAY SUSPEND WORK: OWNER may, at any time and without cause,

suspend the Work or any portion thereof by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12. If OWNER stops work under Paragraph 13.10 or suspends CONTRACTOR'S services under paragraph 13.14, or suspends the work or any portion thereof because of CONTRACTOR'S failure to prosecute the Work without endangering persons and property, CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract Price.

15.2 OWNER MAY TERMINATE: OWNER may terminate CONTRACTOR's services for cause upon the occurrence of any one or more of the following events:

- 15.2.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- 15.2.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- 15.2.3 If CONTRACTOR makes a general assignment for the benefit of creditors;
- 15.2.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;
- 15.2.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;
- 15.2.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);
- 15.2.7 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;
- 15.2.8 If CONTRACTOR disregards the authority of ENGINEER; or
- 15.2.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

In such case, CONTRACTOR shall not be entitled to receive any further payment beyond an amount equal to the value of the Work actually completed and the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in finishing the Work, OWNER shall not be required to obtain the lowest figure for the work performed. CONTRACTOR'S obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.

- 15.3** Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

- 15.4** TERMINATION FOR CONVENIENCE: Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement.

15.4.1 In any termination for convenience, CONTRACTOR shall be paid for (a) Work completed, in accordance with the Contract Documents, before receipt of the notice of termination, and (b) reasonable termination settlement costs for commitments that have become firm before the termination. CONTRACTOR shall not be paid any anticipated and unrealized supplemental costs, administrative expenses and profit for uncompleted Work. If no agreement can be reached as to reasonable termination costs, OWNER and CONTRACTOR shall follow the provisions in federal regulation FAR 52.249-2, found in 48 CFR Part 52.

15.4.2 Upon termination for convenience, OWNER shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and Suppliers that OWNER selects, and prosecute the Work to completion by contract or as OWNER may deem expedient.

15.4.3 If after notice of termination of the services of CONTRACTOR for cause, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of OWNER. In such event, CONTRACTOR may recover from OWNER payment for Work completed and reasonable termination costs as provided in paragraph 15.4.1.

- 15.5** CONTRACTOR MAY STOP WORK OR TERMINATE: If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or ENGINEER fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days'

written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - DISPUTE RESOLUTION

- 16.1** Subject to the conditions set forth in subparagraphs 16.2, 16.2.1 and 16.2.2 hereof, all claims, disputes and other matters and questions arising out of or relating to the Contract Documents or the breach thereof, except claims waived by the making and accepting of final payment as provided in Section 14.17, shall be decided by arbitration between the parties. This agreement to arbitrate shall be specifically enforceable under the Louisiana Arbitration Act and the award rendered by the arbitrators shall be final and a judgment may be entered thereon in the State District Court for the Parish of Terrebonne, State of Louisiana.
- 16.2** Any arbitration provided for hereunder will be conducted in accordance with the Construction Arbitration Rules of the American Arbitration Association (AAA), subject to the following:
- 16.2.1 OWNER shall not be compelled to arbitrate any dispute without its express consent given in writing after demand is made for arbitration.
- 16.2.2 Arbitration shall be conducted in Terrebonne Parish, Louisiana and the laws of the State of Louisiana shall be controlling as to matters of law.
- 16.3** Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available in the District Court for the Parish of Terrebonne under the provisions of the LA Code of Civil Procedure in effect at the time of demand for arbitration. Notices, time periods and other procedural matters shall be governed by the rules that apply in Louisiana District Courts which shall be enforced by the AAA in the same manner as in the Louisiana District Court.
- 16.4** A pre-hearing conference shall be held not sooner than sixty (60) days after the filing of the answer, at which time a pre-hearing summary shall be filed by each party, setting forth all claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amounts therefore.
- 16.5** All discovery and amendments to the pre-hearing summary shall be concluded thirty (30) days prior to the arbitration date. Failure on the part of the CONTRACTOR to provide the foregoing discovery and disclosure shall render any claim supported by witnesses or documents not so disclosed null, void and waived.

- 16.6** In the event of any arbitration demanded and agreed to by the OWNER, each party shall select an arbitrator and the two so selected shall select a third from a panel proposed by the AAA. In the event that the two cannot agree upon a neutral arbitrator from the AAA list within thirty (30) days, then the third arbitrator shall be designated by the AAA.
- 16.7** In the event OWNER so elects, CONTRACTOR shall be required to participate in a consolidated arbitration to include the ENGINEER.
- 16.8** The arbitrators shall render a written decision, with conclusions of law and findings of fact, breaking down the items of any award on the claim or counterclaim in sufficient detail to enable OWNER to seek any grant reimbursement as may be available.
- 16.9** Notwithstanding anything else in the Contract Documents to the contrary, the CONTRACTOR shall carry on the work and maintain its progress during litigation or any arbitration proceedings, and OWNER shall continue to perform and pay as otherwise required by the Contract Documents.
- 16.10** In the event OWNER elects not to arbitrate one or more disputes, the dispute or disputes which the OWNER elects not to arbitrate shall be decided under the laws of the State of Louisiana in the 32nd Judicial District Court in and for the Parish of Terrebonne, State of Louisiana.
- 16.11** In the event OWNER is required to defend itself against any claim for delay, the OWNER shall be entitled to recover costs, including without limitation, administrative costs, attorneys' fees and court costs, from the party causing the delay.

ARTICLE 17 - Miscellaneous

- 17.1** GIVING NOTICE: Whenever any provisions of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 17.2** COMPUTATION OF TIME:
- 17.2.1 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- 17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.
- 17.3** UTILIZATION OF LOCAL LABOR (STATE RESIDENTS): Contractor shall make every effort to use local labor to the fullest extent possible.

- 17.4** GENERAL: Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- 17.5** DUTIES AND OBLIGATIONS: The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.26, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of this Agreement. Also, the obligation of CONTRACTOR to maintain the Work until Initiation of Operation shall survive final payment and termination and completion of this Agreement.

REPORT NO. _____
PAGE 1 OF 3

DATE:

EXHIBIT "B"

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
P.O. BOX 2768
HOUMA, LA 70361

DAILY SAFETY AND CONSTRUCTION QUALITY CONTROL REPORT
(See Paragraph 6.29 of Section "I" for Instructions)

NAME:

PARISH PROJECT NO.

CONTRACTOR/SUBCONTRACTOR AND AREA OF RESPONSIBILITY

CONTRACTOR

SUBCONTRACTOR

1. WEATHER

TIDE: _____ feet SKIES: (Clear) (Partly Cloudy) (Cloudy)
RAIN: _____ inches TEMPERATURE:

2. DAILY TOTALS OF WORK PERFORMED

ITEM NO.	DESCRIPTION	PREVIOUS	TODAY	TOTAL	NO.
	HRS.				

REPORT NO. _____
PAGE 2 OF 3

DATE:

EXHIBIT "B"

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

DAILY SAFETY AND CONSTRUCTION QUALITY CONTROL REPORT

3. MAJOR EQUIPMENT USED

4. MANPOWER

DESCRIPTION	HOURS
DESCRIPTION/HRS	

MAN/JOB

5. WORK PERFORMED TODAY INCLUDING STATION TO STATION LIMITS

6. RESULTS OF QUALITY CONTROL INSPECTIONS

REPORT NO. _____

PAGE 3 OF 3

DATE:

EXHIBIT "B"

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

DAILY SAFETY AND CONSTRUCTION QUALITY CONTROL REPORT

7. INSTRUCTIONS RECEIVED

8. REMARKS (Cover any conflicts in plans or specification)

9. DAILY SAFETY INSPECTIONS

CONTRACTOR'S CERTIFICATION: I CERTIFY THAT THIS REPORT IS COMPLETE AND CORRECT AND ALL MATERIAL, EQUIPMENT AND WORK DURING THIS REPORTING PERIOD WERE IN STRICT COMPLIANCE WITH THE PLANS AND SPECIFICATIONS EXCEPT AS OTHERWISE NOTED

CONTRACTOR'S AUTHORIZED REPRESENTATIVE

SECTION J

SPECIAL PROVISIONS

SECTION J

SPECIAL PROVISIONS

These Special Provisions add the following new paragraphs to the SPECIFICATIONS.

1.1 LOCATION OF WORK:

- 1.1.1 The Project Site is Terrebonne Parish Consolidated Government (TPCG) North Treatment Plant, a wastewater treatment plant located north of Houma, Louisiana in Terrebonne Parish.

1.2 WORK TO BE DONE:

- 1.2.1 Scope: The CONTRACTOR shall provide all labor, materials, and equipment necessary to perform the Work. This work shall include elevating the existing containment levee from existing elevations that range from approximately +4.44 ft. NAVD 88 to 5.6 ft. NAVD88 to a design elevation of approximately +6.0 ft. NAVD88 and improvements to associated features including an existing limestone roadway.

1.3 CONSTRUCTION ACCESS AND TRANSPORTATION:

- 1.3.1 The Project Site is accessible from St. Louis Canal Road only as shown in the plans. The Contractor shall not be given any other access points. The Contractor shall be responsible for maintaining and cleaning St. Louis Canal Road of dirt and other debris tracked from construction activities at no direct pay.
- 1.3.2 The Contractor shall provide borrow material to construct the work as shown on the plans.
- 1.3.3 The Contractor shall perform required work and shall not damage or degrade the existing retention levee during the course of the work. Contractor shall submit a written construction access plan to the Engineer for approval, prior starting construction. The Contractor shall not use any off-road equipment on the highway or public roadways. The Contractor shall be responsible for obeying all traffic laws and weight restrictions.
- 1.3.4 The Contractor shall ensure that all truck drivers observe all speed limits, school zone restrictions, and bus traffic.
- 1.3.5 The Owner reserves the right to prohibit any truck driver from working under this contract for any unsafe driving practices.

1.4 FLOOD PROTECTION:

- 1.4.1 The existing levee ranges in elevation from 4.4 to 5.6 feet and provides containment of an existing detention pond. The Contractor shall not degrade the existing containment elevation for the duration of the contract. The Contractor shall not be allowed to degrade the existing levee below the current protection levels.

1.5 DEFINITION OF APPLICABLE SEPARATE SPECIFICATIONS:

- 1.5.1 When provided for within the BOOK OF TECHNICAL SPECIFICATIONS, the CONTRACTOR shall be required to obtain all necessary copies of required Applicable Separate Specifications cited within the BOOK OF TECHNICAL SPECIFICATIONS. These shall form a part of the Contract Documents in the same manner as if fully disclosed herein. The quality control person shall ascertain that the Applicable Separate Specifications are complied with.

- 1.5.2 "DOTD Standard Specifications" is hereinafter defined as the "Louisiana Department of Highways Standard Specifications for Roads and Bridges," 2016, including revisions available through purchases from the Louisiana Department of Transportation in Baton Rouge, Louisiana.
- 1.5.3 "ASTM", hereinafter defined as "American Society for Testing and Materials", including revisions, the copies of applicable portions of which shall be made available by the ENGINEER upon request and payment by the CONTRACTOR.
- 1.5.4 "AWWA" hereinafter defined as "American Water works Association Standards", including revisions, the copies of applicable portions of which shall be made available by the ENGINEER upon request and payment by the CONTRACTOR.
- 1.5.5 "ANSI" hereinafter is defined as "American National Standards Institute", including revisions, the copies of applicable portions of which shall be made available by the ENGINEER upon request and payment by the CONTRACTOR.
- 1.5.6 "WPCF", hereinafter is defined as "Water Pollution Control Federation, Manual of Practice No. 9", the copies of applicable portions of which shall be made available by the ENGINEER upon request and payment by the CONTRACTOR.
- 1.5.7 "ASA" hereinafter is defined as "American Standards Association", including revisions, the copies of applicable portions of which shall be made available by the ENGINEER upon request and payment by the CONTRACTOR.
- 1.5.8 "ACI", hereinafter is defined as "American Concrete Institute", including revisions, the copies of applicable portions of which shall be made available by the ENGINEER upon request and payment by the CONTRACTOR.
- 1.5.9 "LA DNR", hereinafter is defined as "Louisiana Department of Natural Resources, Office of Conservation", for the Transportation of Natural and Other Gas by Pipeline, printed November 1988.
- 1.5.10 "OSHA", hereinafter defined as "Occupational Safety and Health Association", including revision, the copies of applicable portions of which shall be made available by the Engineer upon request and payment by the Contractor.

1.6 SANITARY ARRANGEMENTS:

- 1.6.1 Necessary sanitary conveniences for the use of the laborers on the work shall be constructed by the CONTRACTOR wherever needed, secluded from public observation and maintained in proper sanitary condition and in accordance with the requirements of the Louisiana Department of Health.

1.7 CONSTRUCTION STAKES, LINES & GUIDES:

- 1.7.1 The Contractor shall provide all construction staking, surveying, and location services as required to complete the work. Surveying shall be performed as defined in the plans and the Technical Specifications.
- 1.7.2 The Contractor will be responsible for establishing all lines, grades, and staking out all work on this project from the survey control points provided by the Engineer. Two control points will be provided to the Contractor for completion of this work. If the Contractor works from intermediate benchmarks not shown on the plans, he is cautioned against accepting the values shown without checking against the benchmark established by the Engineer.

- 1.7.3 The Contractor shall employ sufficient qualified engineering and/or surveying personnel experienced in layout and construction of this type of work to correctly establish all lines and grades necessary from initial layout to final acceptance. The Contractor will be liable for the accuracy of the initial layout and all subsequent alignment and elevations and shall, at his own expense, rebuild, repair, or make good any portion of the work found to be incorrectly positioned either horizontally or vertically at any time before final acceptance. The Contractor shall notify the Engineer immediately of any apparent errors in the plans.
- 1.7.4 Contractor will be required to maintain stationing throughout the project.
- 1.7.5 The Engineer may, at his option, make either spot or complete checks on all construction alignment and grades to determine the correctness of the survey work; however, these checks will not relieve the Contractor of his responsibility for constructing the work in the positions and to the elevations shown on the plans or approved revisions thereto. Measurements for determination of pay quantities will be made by the Engineer.
- 1.7.6 All payment surveys and final as-built surveys shall be completed by a registered land surveying company licensed by the Louisiana Board of Professional Engineers and Land Surveyors to perform land surveying services in the state of Louisiana. All payment surveys and as-builts surveys shall be certified by a registered Land Surveyor. The Contractor shall be responsible for hiring a third-party surveying company to complete all payment and as-built surveys.

1.8 CHANGES IN ELEVATION AND LOCATIONS:

- 1.8.1 The OWNER reserves the right to alter the final alignments to be built under this contract as necessary whether to avoid obstructions, create a more efficient alignment, or to reduce costs.
- 1.8.2 Should any changes in the location, alignment, grade or form of dimensions of any part of the work under the contract be made by the ENGINEER, either before or after the commencement of the work, the CONTRACTOR shall have no claim against the OWNER on account of such changes, but shall accept as full compensation the price bid for each unit of work which is required to do regardless of whether or not the location of said unit work shall be as shown in the plans upon which bids are invited and compared, provided that such changes of location shall not involve any additional burden or hazard to the CONTRACTOR. The CONTRACTOR shall thoroughly investigate the additional burden or hazard that may result from the change and shall notify the ENGINEER in writing of conditions which may affect the work. The CONTRACTOR will be compensated for any such additional burden or hazard that cannot be avoided in an amount to be agreed upon in writing by the CONTRACTOR and the ENGINEER before the work proceeds.

1.9 PROTECTION OF PUBLIC FACILITIES:

- 1.9.1 The CONTRACTOR shall make necessary provisions so far as practicable, and bearing all costs, to allow for the free passage of vehicles and foot passengers along any public roadway, bridge, sidewalk or other public right of way. Where bridging is impracticable or unnecessary in the opinion of the ENGINEER, the CONTRACTOR shall make arrangements satisfactory to the ENGINEER for the diversion of traffic and shall at his own expense provide all material and perform all work necessary for the construction and maintenance of streets, roadways and bridges for such diversion of traffic. Neither

the material excavated, nor the material or equipment used in the construction of the work shall be so placed as to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes, fire alarm or police call boxes in the vicinity.

- 1.9.2 The CONTRACTOR shall schedule his work on existing facilities so as to cause minimal interruption of service. The ENGINEER must be notified in writing of the CONTRACTOR'S proposed method of work involving existing in-use facilities.

1.10 CLEANING SITE:

- 1.10.1 The CONTRACTOR shall keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove same from any portion of the site, material, debris or rubbish that constitutes a nuisance and is objectionable.
- 1.10.2 Before final acceptance, the CONTRACTOR shall restore the entire area used during construction to as near original condition as possible.
- 1.10.3 The Contractor shall be responsible for cleaning any mud, aggregate, or other debris that is deposited onto any local or state roadways from activities on this contract at no direct pay. This shall include both the levee entrances and the borrow sites.
- 1.10.4 The OWNER reserves the right to stop all construction activities due to material being deposited onto adjacent roadways and require the CONTRACTOR to clean roadways to the satisfaction of the Owner. The CONTRACTOR shall not be given any additional payment or time extensions due to cleaning roadways. The OWNER also reserves the right to hire a third party to clean roadways of material deposited by the CONTRACTOR and withhold cost from final payment.

1.11 LIMITS OF CONSTRUCTION:

The CONTRACTOR should take note that specific "limits of construction" have been designated on the construction site. It is of the utmost importance that the CONTRACTOR makes every effort possible to confine his construction activities to these limits.

1.12 HEALTH AND SAFETY PLAN AND INSPECTIONS:

- 1.12.1 The Contractor shall develop and maintain a written Health and Safety Plan which is specific to the Project Site and allows the Work to be performed in compliance with all applicable laws, ordinances, rules, and regulations of any government agency having jurisdiction over the safety of personnel or property. This includes maintaining compliance with the Code of Federal Regulations, Title 29, Occupational Safety and Health Administration (OSHA) and all applicable Health and Safety Provisions of the State of Louisiana.
- 1.12.2 The Contractor shall institute a daily inspection program to assure that the requirements of the Health and Safety Plan are being fulfilled. Inspections shall include the nature of deficiencies observed, corrective action taken or to be taken, location of inspection, date, and signature of the person responsible for its contents. The results of the inspections shall be recorded on Daily Progress Reports and kept at the Project Site during the Work.
- 1.12.3 The Contractor shall incorporate the Health and Safety Plan into the Work Plan. The Owner and Engineer are not responsible for the adequacy of this plan.

1.13 WORK PLAN:

- 1.13.1 The Contractor shall develop a written Work Plan which accounts for all construction activities required by the Contract Documents. The Work Plan shall include a list of the individual construction tasks to be completed and the estimated dates for beginning and completing the tasks. It shall also include all other items which are applicable to completing the Work such as, but not limited to, the following:
- a) Typical form for Daily Progress Report.
 - b) Site-specific Health and Safety Plan.
 - c) The delivery method and source (s) of all construction materials (company or producer name, mailing and physical address, phone number, and name of contact person).
 - d) The personnel, material, subcontractors, fabricators, suppliers, and types of equipment the Contractor proposes to use for construction.
 - e) Shop drawings, test results and sample submittals.
 - f) Survey layout and stakeout.
- 1.13.2 The Work Plan shall be submitted to the Engineer a minimum of seven (7) days prior to the Pre-Construction Conference. The Engineer shall review the Work Plan and have the Contractor make any necessary revisions prior to acceptance of the plan.

1.14 PROGRESS SCHEDULE:

- 1.14.1 The Contractor shall develop a written Progress Schedule which provides for an orderly progression of the Work, submittals, tests, and deliveries to complete the Work within the specified Contract Time. All the items listed in the Work Plan shall be integrated into the Progress Schedule. The format of the schedule shall be composed using Microsoft Project®, or any other software or methods deemed acceptable by the Engineer. It shall be updated weekly by the Contractor, at a minimum. The Progress Schedule shall also include, but not be limited to the following:
- 1.14.2 All of the elements in the Work Plan, including updates.
- 1.14.3 A Work order issued from Louisiana One Call ordering all their subscribers in the project area to mark their utilities.
- 1.14.4 The following table defines the monthly anticipated adverse weather days that are expected to occur during the Contract Time and will constitute the baseline monthly weather time for evaluations. The schedule is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the regional geographic area.

Monthly Anticipated Adverse Weather Calendar Days											
Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.
5	5	4	4	4	5	7	7	5	3	3	4

- 1.14.5 The Progress schedule must reflect these anticipated adverse weather delays on all weather dependent activities. Adverse weather days must prevent Work for fifty percent (50%) or more of the Workday and delay Work critical to the timely completion of the project. The number of actual adverse weather days shall be calculated chronologically from the first to the last day of each month.
- 1.14.6 The Progress Schedule shall be submitted to the Engineer at the Pre-Construction Conference. The Engineer shall perform a review and have the Contractor make any

necessary revisions prior to acceptance of the schedule. Acceptance will not impose responsibility on the Owner or Engineer for the sequencing, scheduling, or progression of the Work. The Contractor is fully responsible for progression of the Work to maintain compliance with the Progress Schedule.

1.15 DAILY PROGRESS REPORTS:

1.15.1 The Contractor shall record the following daily information on Daily Progress Reports:

- a) Date and signature of the author of the report.
- b) Dollar amount of all bid items that are fabricated, installed, backfilled, constructed, damaged, replaced, etc. The amount of material shall be expressed in the units stated in the bid.
- c) Field notes of all surveys.
- d) Notes on all inspections.
- e) Weather conditions (adverse weather day, wind speed and direction, temperature, wave height, precipitation, etc.).
- f) The amount of time lost to severe weather or personnel injury, etc.
- g) Notes regarding compliance with the Progress Schedule.
- h) Visitor log (Instructions for format will be furnished by the Field Engineer)

1.15.2 The daily progress reports shall be submitted to Engineer at the Weekly Progress Meetings, or as otherwise specified at the pre-construction conference, in both hard copy and digital format (Adobe Acrobat® Format or approved equal). The typical form for Daily Progress Reports shall be developed by the Contractor and incorporated into the Work Plan.

1.16 ADDRESSES FOR DOCUMENT DELIVERY:

1.16.1 Prior to Bid opening date, the Contractor shall deliver all Bid Documentation to the location specified in the Invitation to Bidders. The Contractor shall contact the ENGINEER concerning bid documentation or questions. All written notices, demands, submittals, and other documentation to be delivered to the OWNER or ENGINEER under this Contract shall be delivered to the ENGINEER at the address listed below:

Project Engineer:

Philip Chauvin, Jr.

T. Baker Smith, LLC

412 South Van Ave.

Houma, LA 70360

Phone: 985-223-9228

Email: philip.chauvin@tbsmith.com

1.16.2 All written notices, demands, submittals, and other documentation to be delivered to the CONTRACTOR under this Contract shall be delivered to the address indicated on the bid.

1.17 COMMENCEMENT AND COMPLETION OF WORK:

1.17.1 The CONTRACTOR shall be required to commence Work at the project site under this Contract within thirty (30) calendar days after issuance of the Notice to Proceed by the ENGINEER. The OWNER may at his own discretion grant a Partial Notice to Proceed of up to 14 days to the Contractor for mobilization to the site and starting his borrow pit operations. The CONTRACTOR shall not perform any hauling operations under the Partial Notice to Proceed. The time in which the CONTRACTOR is working under the

Partial Notice to Proceed shall not count against the contract time but shall be limited to a maximum of 14 calendar days.

- 1.17.2 The Base-Bid will be substantially completed within **One Hundred Twenty (120) consecutive calendar days** after the date when the Contract Time commences to run as provided in the General Conditions and completed and ready for final payment within 30 days after the date of Substantial Completion.
- 1.17.3 For each day, the Work remains incomplete beyond the Contract Time, or the Extended Contract Time as specified in Article 12 of the General Conditions, the sum of **one thousand, five hundred dollars (\$1,500)** per calendar day will be deducted from any money due to the CONTRACTOR as liquidated damages. The CONTRACTOR and Surety shall be liable for any liquidated damages that are more than the amount due to the CONTRACTOR. Failure of Owner to withhold liquidated damages from progress payments or retention shall not constitute a waiver of liquidated damages.

1.18 SUBMITTALS:

- 1.18.1 The contractor shall review all Submittals for compliance with the requirements of the Contract prior to delivery to the Engineer. Each Submittal shall contain a signed statement by the Contractor that it complies with the Contract requirements with any exceptions explicitly listed. The Contractor shall comply with these requirements for Submittals from Subcontractors, manufacturers, and suppliers.
- 1.18.2 All Submittals shall include enough data to demonstrate that the requirements of the Contract are met or exceeded. All submittals shall be legible and marked with the project title and clearly identify the item submitted. Each submittal package shall include an itemized list of the items submitted.
- 1.18.3 All submittals shall be reviewed within fourteen (14) days after being received by the Engineer. The Contractor shall allow the Engineer enough time for review, corrections, and resubmission of all submittals prior to beginning the associated Work. The Contract Time shall not be extended based on incorrect or incomplete Submittals.
- 1.18.4 The Contractor shall submit to the Engineer a copy of all permitting including wetland permit, coastal use permit, and parish permits for the proposed borrow site.

1.19 AS-BUILT DRAWINGS:

- 1.19.1 The Contractor shall submit all originals and copies of the As-Built Drawings to the Engineer for review and acceptance. The As-Built Drawings shall provide complete data for quantities, dimensions, specified performance and design criteria, and similar items which clearly represent the services, materials, and equipment the Contractor has provided. All revision sheets shall be clearly stamped with the words "As-Built."
- 1.19.2 The Contractor shall submit all As-Built Drawings Before Final Acceptance is granted. All As-Built drawings shall be produced by a professional land surveying company licensed in the state of Louisiana. All as-built drawings shall be signed and sealed by a registered land surveyor licensed in Louisiana.
- 1.19.3 As-builts shall include cross sections of all improvements along the levee at 100' intervals and at the beginning and end of the project. All as-builts shall be based on temporary monuments provided by the Engineer. The as-built drawings shall provide a centerline profile and section views in dwg format, field notes and comma separated value (.csv) point file.

1.20 QUANTITIES FOR PAYMENT:

All quantities for payment shall be based on the calculation methods specified in the Technical Specifications for each Bid Item.

1.21 BONDS AND INSURANCE

A Builder's Risk Insurance policy as well as a Boiler and Machinery policy will NOT be required on this project. All other required insurance provisions can be found in Article 5 of Section I of the General Conditions.

1.22 BORROW SOURCE

The Contractor shall provide his own borrow source. All borrow material shall meet the requirements of the Technical Specifications. The Owner and Engineer shall be allowed access to the borrow pit for inspection purposes.

The Contractor shall be responsible for securing the borrow site and the necessary permitting within the contract time. The Contractor shall not be given additional contract days to acquire permits for the borrow site.

1.23 AGGREGATES

The Contractor shall be responsible for supplying his own aggregate surface course. The Contractor shall be responsible for hauling all aggregate from an approved supplier or rock yard as part of this contract. The Contractor may use any LA-DOTD certified trucks. All aggregate surface course and base course shall be grey limestone. Other types of aggregates such as crushed concrete or reclaimed asphalt pavement shall not be used.

1.24 OTHER REQUIREMENTS

N/A

1.25 HURRICANE PLAN

The CONTRACTOR shall develop and submit a detailed plan for protection and evacuation of personnel and the construction site, in the event of impending hurricane or storm. The plan shall include at least the following:

- a) The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.
- b) The estimated time necessary to secure and evacuate the site including any emergency flood protection.
- c) The safe location for personnel and equipment specifically identified.
- d) The estimated time necessary to move equipment and materials to a safe location.
- e) Identification of the CONTRACTOR's personnel who will be responsible for implementation of the plan.

SECTION K

TECHNICAL SPECIFICATIONS

1.0 STANDARD SPECIFICATIONS

When specifically stated in these contract documents, items specified shall refer to their applicable section of the LA-DOTD Standard Specifications for Roads & Bridges, 2016 edition.

Example: Section 401, Aggregate Surface Course: The Contractor shall adhere to all applicable paragraphs and sections of Section 401 of the LADOTD Standard unless otherwise amended or deleted in these contract documents.

SECTION 001

MOBILIZATION

001.01 DESCRIPTION

Mobilization consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies, and incidentals to the project site; the establishment of offices, buildings, and other facilities necessary for work on the project; the cost of bonds and any required insurance; and other preconstruction expenses necessary for start of the work, excluding the cost of construction materials.

001.04 MEASUREMENT

Mobilization will be measured for payment as a lump sum.

001.05 PAYMENT

When the contract contains a pay item for mobilization, payment will be made at the contract lump sum price, subject to the following provisions: Partial payments for mobilization will be made in accordance with the schedule of Table 727-1 up to a maximum of 10 percent of the original total contract amount, including this item. Payment of any remaining amount will be made upon completion of all work under the contract.

The Contractor shall be paid according to Table 727-1, Mobilization Payment Schedule.

Table 727-1
Mobilization Payment Schedule

Percent of Total Contract Amount Earned	Allowable Percentage of the Lump Sum Price for Mobilization
1 st Partial Estimate	25
10	50
25	75
50	100

Payment for work covered under this specification shall be made under the following items:

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
727-01-00100	Mobilization	Lump Sum

END OF SECTION

SECTION 002

DEGRASSING/ PERPARATION OF EXISTING EMBANKMENT

002.01 DESCRIPTION

All areas of the levee designated for fill material shall be de-grassed prior to installing embankment. All areas approved for stockpiling of borrow shall be de-grassed prior to placement. The contractor shall remove all grass turf a minimum of 2" to 4" inches below the existing grade. Any visible organic materials, such as roots, stumps, wood, vegetative debris, shall be removed from the prepared surfaces prior to installing embankment.

The Contractor shall place all debris generated from de-grassing operation in the designated disposal area shown on the plans. If temporary stockpile areas are used for Borrow, the contractor shall coordinate with the owner's representative prior to placement.

002.02 MEASUREMENT

Payment shall be based on completed and accepted work and shall be measured and paid by the Square Yard.

002.03 PAYMENT

Payment will be made under:

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
S-001	Degrassing	Square Yard

END OF SECTION

SECTION 003

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

003.01 DESCRIPTION

This work includes the removal or relocation of structures, facilities, or obstructions, hereinafter referred to as the “structures” from the project right-of-way unless specified otherwise. This work also includes backfilling of resulting trenches, holes, and pits. Structures to be removed or relocated are shown on the plans.

003.02 REMOVING STRUCTURES AND OBSTRUCTIONS

The removal of a structure from the project right-of-way is the razing, demolishing, and disposal of the structure after salvageable parts, components, and materials, as designated on the plans, have been recovered by the Contractor.

The Contractor shall remove structures and obstructions visible at the time of bid, including all related structures or as designated in the plans. Structures may include floor slabs, foundations, fences, drainage structures, pavements, walks, abandoned facilities, or obstructions not designated or permitted to remain within the project right-of-way.

The Contractor shall remove material in existing foundations, concrete or masonry floors, and other appurtenances when not used in reconstruction and dispose of in accordance with the contract documents.

All removed materials not designated to remain on site shall become the property of the Contractor and the Contractor shall properly dispose of off site.

003.03 RELOCATING STRUCTURES AND OBSTRUCTIONS

The relocation of a structure from the project right-of-way is its movement, reassembly, restoration, reconstruction, or equivalent replacement at a new location outside of, and adjacent to, the project right-of-way including all service connections, appurtenances, and accessories as directed.

When not feasible to relocate structures with contents therein, the Contractor shall remove the contents from the structure at its original location and properly store and replace in the relocated structure without damage or loss to contents.

The Contractor shall place structures to be relocated in their new locations as directed and restore to their original condition. The Contractor shall place structures to be relocated on foundations of the same type and character as the original foundations.

003.04 CONTAMINATED MATERIALS

The Contractor shall dispose of contaminated spoil material on site at the designated disposal area shown on the plans. The Contractor shall coordinate approved materials for placement within the designated disposal area with the Owner prior to beginning work and during construction.

The Contractor shall fill holes left by structure removal or the removal of materials associated with contaminated soils or sites by blading the area with surrounding soil or backfilling with borrow material. The Contractor shall compact to a condition similar to the surrounding soils or as directed.

003.06 MEASUREMENT

Removing structures and obstructions will be measured on a lump sum basis or by the unit as stipulated in the contract and shall include appurtenances, foundations, or unsuitable fill materials as shown on the plans.

Measurement for removal of contaminated soil, stone, or granular materials will be by the cubic yard as determined by cross-sections of the excavated areas. Reference section Verification Survey section for additional requirements.

003.07 PAYMENT

Payment for the accepted quantities will be made at the contract unit price which includes furnishing the equipment, labor, and materials necessary to complete the work.

Payment will be made under:

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
202-01-00100	Removal of Structures and Obstructions	Lump Sum
NS-MNT-50002	Removal of Demolition Debris	Cubic Yard – Net Section

END OF SECTION

SECTION 004

RESERVED

SECTION 005

REINFORCED STRUCTURAL CONCRETE

005.01 DESCRIPTION

This item consists of furnishing, placing, finishing, and curing concrete on a prepared surface in conformity with the lines, grades, thicknesses, and typical sections shown on the plans. Contractor shall field verify all dimensions, elevations, and conditions prior to ordering materials. The Contractor shall be responsible for laying out the work and verifying all measurements and grades prior to beginning the work. The engineer shall be notified of any discrepancies.

All exposed corners shall have a $\frac{3}{4}$ inch chamfer unless otherwise noted. Construction joints shall be provided where shown. Where not shown, construction joints shall be placed at locations least likely to impair the integrity of the concrete structure. Construction joint locations shall be approved by the engineer. All surfaces of concrete at horizontal construction joints on which a second lift will be placed shall be roughened to an amplitude of $\frac{1}{4}$ " and cleaned of all latencies and loose concrete. All non-exposed surfaces shall be given a Class 1 ordinary finish. Finished ramp slope surface shall be given a Class 6 (broom) sidewalk finish perpendicular to the waterside edge.

Refer to the General Notes on the plans for additional requirements.

005.02 MATERIALS

All concrete shall be in accordance with the LADOTD Standard Specifications for Roads and Bridges 2016 Edition and comply with the following sections: Section 805, Structural Concrete. All material used under this section shall comply with sections or subsections 901 and 1009. Cast in place Portland Cement Pavement shall be Type "B" as per Table 901-3 in the LADOTD Standard Specification for Roads and Bridges (2016) having a minimum compressive strength of 4,000 PSI in 28 Days. All reinforcing steel shall meet the requirements of ASTM A615, Grade 60, and shall conform to Section 1009 of the Standard Specifications.

005.03 MEASUREMENT

When installing reinforced concrete structure, the engineer may take measurements to ensure the work's conformance to plan dimensions. All materials that are used for this contract item shall be measured by the Square Yard.

005.04 PAYMENT

Payment for Reinforced Concrete Structure will be made at the contract unit price per square yard which includes preparation of sub-grade, furnishing and placing required reinforcing steel, and furnishing, placing, finishing and curing concrete as shown on plans.

Payment for required reinforcing steel shall be at no direct pay and shall be included in the unit cost of Item 805-01-00100, Reinforced Concrete Structure.

Payments will be made under:

<u>Item No</u>	<u>Pay Item</u>	<u>Pay Unit</u>
805-01-00100	Reinforced Concrete Structure	Square Yard

END OF SECTION

SECTION 006

CLASS II BASE COURSE

006.01 DESCRIPTION

This item consists of furnishing and placing Class II base course on a prepared surface in conformity with the lines, grades, thicknesses, and typical sections shown on the plans.

006.02 MATERIALS

All aggregate Class II base course shall be in accordance with the LADOTD Standard Specifications for Roads and Bridges 2016 Edition and comply with the following sections:

All aggregate used under this section shall meet the gradation specified in Section 1003.03.

006.03 MEASUREMENT

When installing Class II base course, the engineer may take measurements to ensure the work's conformance to plan dimensions. All aggregate base course that is used for this contract shall be measured by the Square Yard.

006.04 PAYMENT

Payment for aggregate base course will be made at the contract unit price per square yard which includes preparation of sub-grade, furnishing, placing, and compacting required aggregate materials.

Payments will be made under:

<u>Item No</u>	<u>Pay Item</u>	<u>Pay Unit</u>
302-02-12020	Class II Base Course	Square Yard

END OF SECTION

SECTION 007

STEEL PIPE BARRIERS

007.01 DESCRIPTION

This work includes all cost for furnishing all labor, equipment, and material to construct, install, and finish steel pipe barriers as shown on the plans or as directed by the Engineer. The Contractor shall coordinate with the Owner's Representative prior to construction as noted on the plans.

Structural steel for pipe barriers shall be Schedule 40 Pipe for round tubular members per ASTM A53, Type E or Type S Grade B, or hot formed tubing complying with ASTM A36 and ASTM A501, or approved equal. All field welds shall meet the requirements Section 809 of LA-DOTD Standard Specifications for Roads and Bridges, 20126 Edition. All surface rust, scale, or oils shall be removed prior to painting. Pipe Bollards shall be coated with Chembuild Series 135 (Safety Yellow) at a dry film thickness of 7.0 to 9.0 mils, as manufactured by TNEMEC Protective Coatings, or approved equal.

007.02 MEASUREMENT AND PAYMENT

Payment for steel pipe barriers will be made at the contract unit price per Lump Sum. Payment shall be paid in full upon the acceptance of completion of the item.

Payments will be made under:

<u>Item No</u>	<u>Pay Item</u>	<u>Pay Unit</u>
S-002	Steel Pipe Barriers	Lump Sum

END OF SECTION

SECTION 008

PZ-22 SHEET PILE

008.01 DESCRIPTION

This work includes all costs for furnishing all labor, equipment, and material to install steel sheeting as shown on the plans or as directed by the Engineer.

PZ-22 steel sheet piles shall be fabricated in accordance with Section 807 of the LA-DOTD Standard Specifications for Roads & Bridges, 2016 edition. Steel sheets shall meet ASTM A328 standard for carbon steel sheet piling, or approved equal.

Corrosion protection (Coal Tar) shall be applied in accordance with Section 802.05.1.4 and Section 811 of the LA-DOTD Standard Specifications for Roads & Bridges, 2016 edition.

Piles shall be driven in accordance with Section 802.05.1.5, 802.05.1.6 of the LA-DOTD Standard Specifications for Roads & Bridges, 2016 edition.

008.02 MEASUREMENT AND PAYMENT

Payment for sheet pile will be made at the contract unit price per Square Foot and installed as per the project plans. Payment shall be paid in full upon the acceptance of completion of the item.

Payments will be made under:

<u>Item No</u>	<u>Pay Item</u>	<u>Pay Unit</u>
S-003	Steel Sheet Pile (PZ-22)	Square Foot

END OF SECTION

SECTION 009

EMBANKMENT

009.01 DESCRIPTION

This work includes the installation of approved embankment materials upon the existing levee, as described in the plans. All preparatory operations required, including grading and shaping of the levee section, the placement of fill material, material testing, all operations at the borrow pit, and other required work shall be included in the Contractors unit price.

Borrow is defined as soils required for construction of embankments or other portions of the work in excess of soils obtained from excavation. Obtain borrow from an approved source and use in accordance with Section 203.05, 203.06, 203.07, 203.08 of the LA-DOTD Standard Specifications for Roads & Bridges, 2016 Edition, unless otherwise noted. Non-plastic embankment (203.09 will not be allowed). All borrow material used on this contract shall be supplied by the Contractor.

009.02 GENERAL REQUIREMENTS

The Contractor shall request and obtain a Letter of No Objection from Terrebonne Parish Consolidated Government and submit to the Engineer at least 20 days prior to beginning hauling operations upon parish roads.

The Contractor shall submit a Hauling Plan for the Engineer's approval.

The Contractor shall submit a Construction Schedule indicating the proposed sequence of all construction activities and a quality control plan prior to issuance of notice to proceed.

The Contractor shall obtain all Necessary Permits or Letters of No Objection for the proposed borrow pit. This shall include a Coastal Use Permit as well as all necessary parish permits.

The Contractor shall not be given any contract extensions due to the inability to acquire permits. The Contractor shall provide a copy of any written agreement with the property owner to allow the Owner and Owner's representatives to access the property. This information shall be provided to the Engineer at least 20 days prior to beginning operations at the Borrow Pit.

The Contractor along with its subcontractors shall maintain all licenses and certifications necessary to accomplish the work in accordance with contract requirements and applicable law.

009.03 STORM WATER POLLUTION PREVENTION PLAN

The Contractor shall develop and comply with a Storm Water Pollution Prevention Plan (SWPPP) approved by the Owner in accordance with the Department's Notice of Intent (NOI) and retain it at the site of the project for review during inspections.

The SWPPP shall include control features as shown on the plans, or as directed, in addition to other required components of the SWPPP specified by the U. S. Environmental Protection Agency (EPA) and the Louisiana Department of Environmental Quality (LDEQ).

009.04 STOCKPILING OF MATERIAL

When authorized, the Contractor may temporarily stockpile material for his use to complete this contract at no cost to Owner. Stockpiles shall be of uniform moisture content and well drained. On-site stockpile area is limited. Contractor shall coordinate with the Engineer prior to stockpiling any construction materials. Areas designated for stockpiles are shown on the plans.

Contractor shall not stockpile any material more than 4 feet high and shall ensure that stockpile does not impede drainage or cause any damage to the Owner's property.

Areas approved by the Owner for stockpiling of Borrow material shall be stripped of all grass prior to placement. Once all stockpiles have been placed into final section, the contractor shall grade, seed and fertilize stockpile areas to pre-construction conditions.

Processing borrow materials on site will not be allowed.

009.05 MATERIAL CLASSIFICATION

All Contractor submittals related to Borrow and relevant geotechnical testing requirement results shall be provided to the Engineer for approval at least 20 days prior to beginning operations. Materials will be inspected, tested, and approved before incorporation into the work. Work in which untested and unapproved materials are used shall be performed at the contractor's risk. Payment will not be made for materials or work found to be unacceptable and, when directed, shall be removed at the contractor's expense.

The Contractor shall perform testing of the borrow material according to the following requirements:

- The Contractor shall test all embankment for particle size, pH, organic content, textural class, chemical composition, and soluble salts.
- Soil samples to be used for Borrow shall consist of no more than 35 percent passing through a #200 sieve. If more than 35 percent of the material shown within a boring is undesirable, then the Contractor shall not include this area as part of his borrow source.
- The Contractor shall be responsible for having a proctor test, classification, gradation, and organics of proposed borrow material preformed before hauling operations commence and shall preform the same tests for every 2,000 yards (vehicle measure) of material delivered.
- No excessively wet material will be delivered to the site. For material that appears to have excessive moisture, the Engineer may sample the material and perform a moisture content test. If material is above 10 percent of the optimum moisture, the Contractor shall be required to process/dry the material in order to meet acceptable moisture requirements before retesting the lift or placing additional material.
- The Owner reserves the right to request additional testing at any time during the duration of this contract. The cost of failing tests shall be borne by the Contractor. The cost of passing tests shall be borne by the Owner.

All embankment shall classify as CH or CL as specified by the Unified Soil Classification System and shall meet the following requirements:

Plasticity Index – Greater than 10, Maximum of 35 (ASTM D698)

PH- Not less than 5.5 or greater than 8.5

Organic Content –Minimum of 2, Less than 9 percent as determined by ASTM D2974, method C

Materials shall have a sand content less than 35% by dry weight (65 percent or greater shall pass through #200 sieve).

In place Fill Material shall have no more than 10% of the Optimum Moisture content as determined by ASTM D698.

No borrow with salinity levels greater than 1200 PPM will be acceptable for use.

The laboratory will test and classify soil in accordance with DOTD TR 423 from samples taken in the original location or from designated stockpiles.

009.06 HAULING OPERATIONS

The Contractor shall be responsible for ensuring that all hauling vehicles are properly registered and insured. The Contractor shall be responsible for ensuring that all signals, lights, brakes, etc. are working properly. The Contractor shall also ensure that no vehicles are leaking oil or other fluids and shall be responsible for cleaning any leaked fluids.

The Contractor shall be responsible for ensuring all routes are adequate for hauling activities. The Contractor shall be liable for any damage to public roads, bridges, or infrastructure due to hauling activities associated with this contract.

The Contractor shall be responsible for ensuring that all hauling vehicles follow highway regulations including speed limits, school zones, or other highway restrictions. The Contractor shall be responsible for paying any fines or repairing any damages caused by his negligence. Damage caused by contractor negligence shall be repaired at no cost to the Owner.

The Contractor shall not be allowed to use off-road hauling equipment on any public roadways. The Contractor shall only use highway vehicles that are registered with the Department of Motor Vehicles and shall be loaded below the allowable weight limits.

The Contractor shall be responsible for routinely cleaning all roadways used during hauling operations for the entirety of this contract and ensure no dust and debris accumulates from hauling operations. The Contractor shall employ a street sweeper as necessary, to clean all roadways daily during the hauling operation but shall also employ additional equipment to supplement sweepers such as a skid steer or road grader as necessary.

009.07 UNSUITABLE MATERIALS

Unsuitable materials are soils containing significant amounts of debris or organic matter which will decay or produce subsidence. The Contractor shall remove any unsuitable materials and dispose of them as general excavation. The Contractor shall also remove unsuitable materials determined to be environmentally sensitive and dispose of them in accordance with Section 202.05 of the LA-DOTD Standard Specifications for Roads & Bridges, 2016 edition.

When encountering unsuitable soils as defined in Section 203.04 of the LA-DOTD Standard Specifications for Roads & Bridges, 2016 edition, or a stable, non-yielding foundation cannot be obtained at either sub- grade or at the grade established for placement, remove unstable or unsuitable soils below this grade and replace with acceptable borrow, bedding materials complying with Section 1003.10 of the LA-

DOTD Standard Specifications for Roads & Bridges, 2016 edition, or Type A backfill complying with Section 701.08.1 of the LA-DOTD Standard Specifications for Roads & Bridges, 2016 edition, in accordance with the plans.

009.08 INSTALLATION

The Contractor shall be responsible for ensuring that the project is constructed according to the plans and specifications, including all required pre-construction surveys, and all required approvals described in the specifications.

The Contractor shall install and maintain project stationing with wood stakes identifying station number for the duration of the work. Stakes shall be installed at each 100' station. Offsets from the baseline shall be marked on the stake.

The Contractor shall not damage or overload the existing levee during construction. The Contractor shall submit a Construction Plan to the Engineer no less than 20 Calendar Days prior to beginning Embankment operations. The Owner reserves the right to expel any driver from the project due to his negligence.

The Contractor shall maintain the existing level of flood protection for the duration of the project. The contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The contractor is solely responsible for layout work and for furnishing complete certified as-built drawings.

The Contractor shall not utilize equipment that will damage or compromise the stability of the existing levee.

The Contractor may use off-road hauling equipment on the levee; however, the Contractor shall not be allowed to use off-road hauling equipment on any public roadways.

All borrow material is to be thoroughly mixed prior to delivery, to ensure a uniform consistency. All borrow material shall be free of debris including wood and vegetative debris. All borrow material shall be free of shell, stones, or large sand stratum.

The construction sequence and all associated testing, compliance surveys, approvals shall be separated into lots, not to exceed 500 linear feet along the baseline unless approved by the engineer. Lots shall be numbered and sequenced. The Contractor shall complete each phase of work on each 500-foot segment before beginning work on the next segment, unless written approval is provided by the Engineer.

The Contractor shall place and compact all fill material in controlled lifts, not to exceed 12" vertical measurement. The Contractor shall construct levee to required lines and grades as called for in the plans. The Contractor shall install material in lifts a maximum of 12 inches and compact to 90 percent maximum dry density (standard proctor) as determined by ASTM D698 (standard proctor compaction test) before placing additional lifts. The moisture content at the time of compaction testing shall be within a range of + 5.0 percent to - 3.0 percent of optimum moisture. The Contractor shall spread each lift evenly; for the full width of embankment, scarify and compact. If material is too wet for compaction, the Contractor shall work and dry embankment on the levee until compaction can be obtained.

When the embankment is to be deposited on both sides of a concrete wall or similar structure, conduct operations so that the embankment is always at approximately the same elevation on both sides of the structure. Excavation and backfill operations for

proposed concrete structures shall be in accordance with Section 802 of the LA-DOTD Standard Specifications for Roads & Bridges, 2016 edition.

009.09 CONSTRUCTION TOLERANCE

It is the responsibility of the Contractor to maintain horizontal and elevational control of for all levee construction. The finished and compacted embankment shall be constructed within a 0.20' tolerance for elevations and slopes called for in the plans. Finished crown grade shall not be less than the proposed finished grade of +6.0'. The owner has the right to deduct the payment on any material that is installed above the design elevation.

009.10 IN PLACE TESTING

The Contractor shall notify the Engineer not less than 24 hours prior to testing in-place fill. The testing shall be provided by a qualified, independent testing company, licensed in the state of Louisiana. The testing company shall provide evidence that all testing equipment is in good working order and that technicians are properly certified.

The Contractor shall be responsible for providing three (3) in-place compaction tests for each 12 inch lift, within each 500' segment (lot). Test locations will be determined in the field, and shall include a minimum of one test location on the crown. The contractor shall provide certified lab test reports to the engineer prior to placing additional fill upon tested lifts.

All compaction tests shall reflect the full depth of the lift being tested, and shall not exceed-12 inches below the surface.

If compaction tests fail due to excess moisture, the Contractor shall work and dry embankment on the levee until compaction can be obtained.

The Owner reserves the right to request additional testing at any time during the duration of this contract. If additional testing results in failed tests and/or rejected work, the Contractor shall be responsible for the cost of the failing tests. If additional testing results in passing tests, the Owner shall be responsible for the cost of passing tests.

009.11 MEASUREMENT

All hauled-in embankment material shall be measured by the cubic yard (Adjusted Vehicular Measurement) per Section 401.09.2 of the LDOTD 2016 Standard Specifications.

The Contractor shall provide a final as-built survey of the Levee at the completion of the project.

009.12 PAYMENT

Payment for accepted quantities will be made at the contract unit price which includes furnishing the equipment, labor, and materials necessary to complete the work.

Payment will be made under:

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
203-07-00100	Borrow (A.V.M.)	Cubic Yard
END OF SECTION		

SECTION 010

SEEDING AND FERTILIZING

010.01 DESCRIPTION

The work provided consists of furnishing all labor and equipment for performing all operations necessary for finished dressing, fertilizing, and seeding areas as indicated on the drawings.

Fertilizing and seeding operations shall commence as soon as conditions allow and after the levee (or sections of the levee) have been inspected by the engineer (including as-built survey) and accepted by the Owner. Fertilizing and seeding shall be performed upon completion of embankment construction in minimum lengths of 500-feet.

The period of the year in which fertilizing and seeding operations are performed in an area will determine the seeding specification in Table A (as specified by the OWNER) which shall be followed for that area.

010.02 SEQUENCE OF WORK

The sequence of operations for work prescribed in this section, shall be as follows:

- (1) Preparation of Ground Surface.
- (2) Fertilizing.
- (3) Seeding.

010.03 MATERIALS

010.03.01 FERTILIZER

Fertilizer shall be uniform in composition and free flowing. The fertilizer shall be delivered to the site in bags or other convenient containers.

If delivered in bags or containers, the fertilizer shall be fully labeled in accordance with the applicable state fertilizer laws and shall bear the name, trade name or trademark, and warranty of the producer.

The Contractor shall spread fertilizer at the following rate: Reference Table 718-1 (Below) in the LDOTD 2016 Standard Specification.

010.03.02 SEED MIXTURES

Seed mixtures shall consist of one of the three mixes specified below and shall be utilized based on the time of year. The applicable seed mix shall be in accordance to Table A.

Table A- Seed Mix

Season	Grass Variety	Lbs./Acre
Spring Mix (March 2 – May 1)	Hulled Bermuda Grass	50
Summer Mix (May 2 – September 15)	Hulled Bermuda Grass	50
	Brown-Top Millet	25
Fall and Winter Mix (September 16– March 1)	Un-Hulled Bermuda Grass	50
	Annual Rye Grass	30

010.04 EXECUTION

010.04.01 PREPARATION OF GROUND SURFACE.

After the areas required to be fertilized and seeded have been brought to the specified grades, the soil shall be tilled to a depth of at least 2-inches by plowing, disking, harrowing, or other approved method until the condition of the soil is acceptable. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface to be fertilized and seeded shall be dressed before the next specified operation.

010.04.02 APPLICATION OF FERTILIZER

Fertilizer shall be distributed uniformly over areas to be seeded and shall be incorporated into the soil to a depth of at least 2-inches by disking, harrowing, or other acceptable methods. The rate of fertilizer application shall be as shown in Table 718-1.

**Table 718-1
Fertilizer Application Rates**

Type Fertilizer	Pounds Per Acre
8-8-8	1,000
12-12-12	667
13-13-13	615
16-16-16	500

010.04.03 SEEDING

A satisfactory method of sowing shall be employed; using approved mechanical power-drawn seeders, mechanical hand- seeders, broadcast-seeders, or other approved methods.

When delays in operations extend the work beyond the most favorable planting season for the species designated, or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed by the Engineer and resumed only when conditions are favorable or when approved alternative or corrective measures and procedures have been affected.

If inspection during or after seeding operations indicates that areas have been left unplanted or other areas have been skipped, additional seed shall be applied at no additional cost to the Owner.

If the broadcast method of seeding is used, seed shall be broadcast with approved sowing equipment and distributed uniformly over designated areas. Seed shall be covered to an average depth of 1/2-inch. Seed shall not be broadcast during windy weather.

The Contractor shall be fully responsible for any damage to the seeded areas caused by the Contractors operations. Areas that become damaged because of poor workmanship or failure to meet the requirements of the specifications may be ordered repaired and reseeded to specification requirements without additional cost to the Owner.

010.05 MEASUREMENT

Measurement for seeding and fertilizing will be made by the square yard. Square yardage will be determined from surface areas computed from the theoretical gross cross section of embankment fertilized and seeded.

Measurement will be to the nearest square yard.

010.06 PAYMENT

Payment for the accepted quantities will be made at the contract unit price which includes furnishing the equipment and labor necessary to complete the work.

Payments will be made under:

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
717-01-00100	Seeding	Square Yard
718-01-00100	Fertilizing	Square Yard

END OF SECTION

SECTION 011

AGGREGATE SURFACE COURSE

011.01 DESCRIPTION

This item consists of furnishing and constructing aggregate surface courses for roadways, shoulders, drives, or other facilities in conformity with the lines, grades, thicknesses, and typical sections shown on the plans.

011.02 MATERIALS

All aggregate surface course shall be in accordance with the LADOTD Standard Specifications for Roads and Bridges 2016 Edition and comply with the following sections:

Section 401, Aggregate Surface Course: All aggregate used under this section shall meet the gradation specified in Section 1003.05, LDOTD 2016 Standard Specification.

011.03 TRANSPORTING AND STOCKPILING

The Contractor shall acquire aggregate from an approved supplier. Clean aggregates free of any debris or foreign matter shall only be accepted for this contract.

The Contractor shall only transport aggregates to the site with approved highway vehicles. All aggregates shall be tail dumped and spread placed directly onto the road surface.

If necessary, the Contractor shall stockpile aggregates so that no detrimental degradation, contamination, or segregation of aggregates results. The Contractor shall not incorporate any foreign material into the aggregates.

The Contractor shall not stockpile any aggregate material in areas that are not approved by the Owner or Engineer.

011.04 INSTALLATION OF AGGREGATE SURFACE COURSE

On existing surfaces where there is placement of aggregate surface course, the Contractor shall remove vegetation, shape, and satisfactorily compact the surface prior to placing aggregate surfacing. For all maintenance aggregate, the Contractor shall place aggregates over the existing ground surface.

The Contractor shall not place or spread aggregate surfacing materials on adjacent concrete or concrete pavements. The Contractor shall conduct aggregate surfacing operations so that pavement surfaces, edges, and joints are not damaged.

When specifying net section measurement, the thickness and width of completed aggregate surface course will be checked for acceptance in accordance with DOTD TR 602. The Contractor shall correct to plan dimensions areas with deficiencies in excess of the following tolerances as required at no additional cost to the Owner.

Repairs to damaged areas shall be at no expense to the Owner.

011.05 MEASUREMENT

When installing aggregate surface course, the engineer may take measurements to ensure the work's conformance to plan dimensions. All aggregate surface course that is used for this contract shall be measured by the Cubic Yard per Section 401.09.2 (A.V.M. 2016 LDOTD Standard Specifications).

011.06 PAYMENT

Payment for aggregate surface course will be made at the contract unit price per cubic yard which includes preparation of existing roadways and shoulders, furnishing, placing, and compacting required aggregate materials, water, and lime.

Payments will be made under:

<u>Item No</u>	<u>Pay Item</u>	<u>Pay Unit</u>
401-02-00100	Aggregate Surface Course	Cubic Yard (A.V.M.)

END OF SECTION

SECTION 012

CLASS “D” GEOTEXTILE FABRIC

012.01 DESCRIPTION

This item consists of furnishing and placing geotextile fabric as shown on plans and as directed by the Engineer. The Contractor shall place the geotextile fabric at the locations shown on the plans or as directed.

012.02 MATERIALS

All geotextile fabric shall be in accordance with the LADOTD Standard Specifications for Roads and Bridges 2016 Edition and comply with the following sections:

Section 203.11, Geotextile Fabric. All Geotextile Fabric used on this contract shall be Class D that meets the requirements of Table 1019-1:

**Table 1019-1
Geotextile Fabrics**

Property	Test Method	Requirements Classes						
		A	B	C	D	S	F	G
AOS, Metric Sieve, μm , Max.	ASTM D4751	300	300	300	212	600	850	850
Grab Tensile, N, Min.	ASTM D4632	330	400	580	800	800	400	400
% Elongation @ Failure, Min.	ASTM D4632	—	—	50	50	—	—	—
% Elongation @ 200 N, Max.	ASTM D4632	—	—	—	—	—	—	50
Burst Strength, N, Min.	ASTM D3787	440	620	930	1290	1390	—	—
Puncture, N, Min.	ASTM D4833	110	130	180	330	330	—	—
Trapezoid Tear Strength, N, Min.	ASTM D4533	110	130	180	220	220	—	—
Permittivity, Sec^{-1} , Min.	ASTM D4491	1.0	1.0	1.0	1.0	0.2	0.01	0.01
Grab Tensile Strength Retained after weathering 150 h, UVA lamps, %, Min	ASTM D4632 ASTM G154	70	70	70	70	70	—	—
Grab Tensile Strength Retained after weathering 500 h, UVA lamps, %, Min	ASTM D4632 ASTM G154	—	—	—	—	—	70	70

012.03 INSTALLATION OF GEOTEXTILE FABRIC

The Contractor shall keep rolls of geotextile fabric covered and protected from ultraviolet degradation at all times until use. When ultraviolet damage occurs, the Contractor shall remove and replace the geotextile fabric.

The Contractor shall overlap or sew adjacent rolls of geotextile fabric. When rolls are overlapped, the Contractor shall overlap a minimum of 18 inches or as specified in the plans, including the ends of the rolls.

The Contractor shall place the top layer of the geotextile fabric parallel with adjacent rolls and in the direction of embankment placement.

When rolls are sewn, the Contractor shall join adjacent rolls by sewing with polyester or Kevlar thread. When field sewing, the Contractor shall employ the J-seam or “Butterfly” seam with the two pieces of geotextile fabric mated together, turned inwards to sew through four layers of fabric. The Contractor shall sew with two rows of Type 401, two-thread chain stitch.

Where the ground is covered with water or soil is saturated, the Contractor shall sew the geotextile fabric. Factory seams other than specified shall be submitted to the Materials and Testing Section for approval.

Any damaged geotextile fabric shall be removed and replaced with new geotextile fabric or cover with a second layer of geotextile fabric extending 2 feet in each direction from the damaged area. Repairs to damaged areas shall be at no expense to the Owner.

012.04 MEASUREMENT

Geotextile Fabric will be measured by the square yard of covered area in place.

012.05 PAYMENT.

Payment for Geotextile Fabric shall be paid at the contract unit price under:

<u>Item No</u>	<u>Pay Item</u>	<u>Pay Unit</u>
203-08-00100	Geotextile Fabric	Square Yard

END OF SECTION

SECTION 013

CONSTRUCTION LAYOUT

013.01 DESCRIPTION

This section sets forth requirements for all Construction Layout. The Construction Layout includes but is not limited to surveying requirements, the layout of the work, setting of line and grade for construction of all improvements, or other applicable work items, and assisting in the coordination of utility relocation activities.

013.02 GENERAL REQUIREMENTS

Construction layout shall be performed or under the supervision of a Professional Land Surveyor, properly licensed in the state of Louisiana. The Contractor shall provide the names and addresses of the Professional Land Surveyor supervising the work.

The project survey control and horizontal alignment are based on the Louisiana State Plane Coordinate System. The construction plans and/or right-of-way map depicts the coordinates and datum of sufficient survey control points to establish or re-establish horizontal control throughout the length of the project.

The Contractor shall establish and keep complete and comprehensive records (field books or approved electronic files) of all lines and grades necessary from initial layout to final acceptance.

The Contractor shall provide any necessary work to ensure there are no utility conflicts with required construction items. This work shall include sub-surface utility location when the exact location of existing buried utilities may be in conflict with the work.

The Contractor shall notify the engineer immediately of any apparent errors in the plans. If requested, the Contractor shall compute and provide template grades to the engineer.

013.03 PRE-CONSTRUCTION

The Contractor shall establish lines and grades in the field, take all cross-sections, and stake out the construction work in accordance with these specifications, plan details, and as directed.

The Contractor shall be liable for the accuracy of the initial layout and all subsequent alignment and elevations. The Contractor shall rebuild, repair or make good any portion of the work found to be incorrectly positioned either horizontally or vertically at any time before final acceptance at no additional pay.

013.04 CONTROL POINTS AND BENCHMARKS

The Contractor shall be responsible for preserving established reference control points set out by the Owner.

The Contractor shall confirm the location of the project alignment and other necessary survey control points in accordance with current acceptable surveying standards and practices with approval from the Engineer.

The Contractor shall verify the values of any intermediate benchmarks shown on the plans, by checking against the benchmark established by the Engineer for vertical control.

013.05 MEASUREMENT

Construction layout and utility oversight and coordination will be measured per lump sum, which will include all labor, materials, tools, equipment, and incidentals required to complete the work. No changes in the lump sum contract price will be made for minor additions or deletions to the scope of work.

013.06 PAYMENT

Payment for Construction Layout shall be paid at the contract lump sum price in accordance with the Table 740-1.

Table 740-1**Construction Layout Payment Schedule**

Percent of Total Contract Amount Earned	Allowable Percentage of the Lump Sum Price
Staffed	25
25	50
50	80
75	95
100	100

<u>Item No</u>	<u>Pay Item</u>	<u>Pay Unit</u>
740-01-00100	Construction Layout	Lump Sum

END OF SECTION

SECTION 014

CONSTRUCTION SITE SURVEY

014.01 VERIFICATION AND RECORD SURVEYS

Construction Surveys shall consist of pre-construction, progress, and post-construction surveys to document the conditions of the site including existing features and structures shown on the plans.

All surveying shall use either a GPS/RTK instrument with base station, or a total station and prism. The use of continuous topography techniques, drones, photogrammetry, or lidar shall not be allowed on this project. All survey instruments shall have an accuracy of 2 centimeters.

All progress survey submittals shall include paper and digital drawings, average end area calculation tables, digital point file documents, and handwritten field notes indicating date of survey, field personnel, project control, and points measured.

The Contractor shall submit Progress Surveys with any Applications for Payment for finished sections of the levee, roadway, or the proposed concrete structure.

Unsuitable materials described for removal and measured for payment by net section shall be measured and verified as described in this section.

014.02 SURVEY CONTROL

The Engineer will provide no less than two separate benchmarks for the Contractor to use in this contract. Reference benchmarks are shown on the plans. Refer to Section 013 for additional information.

014.03 PRE-CONSTRUCTION SITE SURVEY

The Contractor shall notify the Engineer at least 24 hours prior to performing the pre-construction site survey.

The Contractor shall collect and provide all data, locations and elevations of features described for improvements, including surveying notes, photographs, and video records of structures and features shown in the Construction Site Survey Plan. When any conditions are found to be different, the Contractor shall provide written statements of the condition of each structure and feature.

Collect line and grade data at all areas requiring fill placement and the existing structure slab corners. Cross sections shall be taken along the established centerline and at the stations shown on the drawings. Shots will be taken at a minimum of 25 feet along the cross section and at all changes in grade greater than 6 inches. The Contractor shall not commence with construction activities until acceptance of the Construction Site Survey Plan.

014.04 POST-CONSTRUCTION SITE-SURVEY

The Contractor shall submit to the project engineer for review the post-construction site survey and required digital files upon completion of all levee construction activities. The survey will show all line, grade, and profiles of the levee section. Acceptance of the work will be contingent on acceptance of the post-construction site survey. Cross sections shall be taken at the corresponding stations where cross sections were previously taken by the engineer (approximately 100' intervals). Shots will be taken at a minimum of 25 feet along the cross section and at all changes in grade greater

than 6 inches. The finished cross sections shall be plotted at a reasonable scale and signed and sealed by the licensed land surveyor.

014.05 RECORD DRAWINGS

The requirements for record drawing submittal at the completion of the project are described in Section 6.17 and 14.13 of the General Conditions.

014.06 BORROW PIT

N/A

014.07 MEASUREMENT

All items under this section shall be measured per Lump Sum.

014.08 PAYMENT

Payment for Construction Site Survey shall be paid at the contract lump sum price in accordance with the Table 740-1

Table 740-1

Construction Site Survey Payment Schedule

Percent of Total Contract Amount Earned	Allowable Percentage of the Lump Sum Price
Staffed	25
25	50
50	80
75	95
100	100

Payment shall be paid at the contract unit price under:

<u>Item No</u>	<u>Pay Item</u>	<u>Pay Unit</u>
804-17-00100	Construction Site Survey (Verification)	Lump Sum

END OF SECTION