



**CONSTRUCTION PROPOSAL
FOR**

**GREATER LAFOURCHE PORT COMMISSION
16829 EAST MAIN
CUT OFF, LA 70345**

EMERGENCY STORM DEBRIS REMOVAL

APRIL 2026

SET NO. ____

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGES</u>
15	Table of Contents	1 Thru 1
25	Notice to Contractors	1 Thru 1
30	Instructions to Bidders	1 Thru 1
35	Bid Form	1 Thru 3
100	General Provisions	1 Thru 38
150	Special Provisions	1 Thru 7
Appendix A	Non Collusion Declaration	1 Thru 1
Appendix B	Site Map	1 Thru 2
Appendix C	Attestations Affidavit	1 Thru 2
Appendix D	Contract Agreement	1 Thru 4
Appendix E	Federal Contract Clauses	1 Thru 11

NOTICE TO CONTRACTORS

Sealed bids for **Emergency Storm Debris Removal** will be received by the Greater Lafourche Port Commission (“GLPC”) at its Administration Office located at 16829 East Main, Cut Off, LA 70345 until 10:00 AM local time, Tuesday, June 2, 2026, after which time proposals will be opened and read aloud.

The Project consists of removal of vegetative, C&D and/or hazardous material debris - as the situation warrants - resulting from a catastrophic event and other related items.

Copies of the bid proposal shall be examined online at <https://www.centralauctionhouse.com/rfp.php?cid=68> or obtained from the GLPC in person, by emailing glpc@portfourchon.com, by calling 985-632-6701, or from our website at <https://portfourchon.com/news-events/public-notices>.

Any bid submitted must be on the forms obtained from the GLPC. Sealed envelopes shall be marked “2026 Emergency Storm Debris Removal” and can be delivered by regular mail, hand delivered or overnight courier service to 16829 East Main Street, Cut Off, LA 70345, or submitted online through <https://centralauctionhouse.com/rfp.php?cid=68>.

No proposal will be considered unless it is accompanied by satisfactory evidence that the Bidder holds a Louisiana State Contractor's License of proper classification in full force and effect, in compliance with the Louisiana State Licensing Board for Contractors and Louisiana Public Bid Law.

The successful contractor will be required to execute an Agreement including Federal Contract Clauses, Attestation Affidavit, Byrd Anti-Lobbying Certification and provide General Liability, Automobile Liability and Workers Compensation Insurance. The Commission reserves the right to reject any or all proposals, in whole or in part, and to waive informalities.

Greater Lafourche Port Commission
Chett Chiasson
Executive Director

Publication
Lafourche Gazette and Daily Comet Dates:
April 29, 2026, May 6, and May 13, 2026

INSTRUCTIONS TO BIDDERS

EMERGENCY STORM DEBRIS REMOVAL

RECEIPT AND OPENING OF BIDS:

Sealed bids for the following project will be received by Greater Lafourche Port Commission, at 16829 East Main, Cut Off, LA 70345 until 10:00 A.M., local time, June 2, 2026.

Bids may be submitted electronically or by paper copy.

Electronic bids must be submitted through Central Auction House. In order to submit bids electronically, registration at www.centrauctionhouse.com is required. For any questions about this process, contact Central Auction House at 1-866-570-9620.

Paper bids must be in a sealed envelope, addressed to:

By U.S. Postal Service send to:
Greater Lafourche Port Commission
16829 East Main St.
Cut Off, LA 70345

Each sealed envelope containing a bid must be plainly marked on the outside as Emergency Storm Debris Removal and the envelope should bear on the outside the name of the Bidder, the Bidder's address, and the Bidder's Louisiana State Contractor's license number. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Greater Lafourche Port Commission at an address listed above.

PREPARATION OF BID:

All bids must be made on the separate Construction Proposal Returnables furnished with the Contract Documents as noted below. Do not write on or remove pages from the specification book. Only one copy of the Construction Proposal Returnables is required.

CONSTRUCTION PROPOSAL RETURNABLES:

Engineer Furnished Returnables

1. Bid Form
2. Non Collusion Declaration

Contractor Furnished Returnables

1. Special Provisions Section 150.05 – Bidding Requirements
Three (3) copies of Technical Proposal if submitting by paper copy.
2. Corporate Resolution Authorizing Signing of Bid)
(if Corporation)

Returnables to be submitted by proposer with the highest evaluation score prior to consideration of award by board of commissioners.

1. Attestations Affidavit

ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Every request for such interpretation should be in writing addressed to Greater Lafourche Port Commission, 16829 East Main, Cut Off, LA 70345. To be given consideration, such requests must be received sufficiently prior to the date fixed for the opening of Bids to permit written distribution of response to all Bidders.

BID FORM

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____ ("a corporation", "an L.L.C.", "a partnership", or "an individual").

To the Greater Lafourche Port Commission (hereinafter called "Owner").

In compliance with your Notice to Contractors, Bidder hereby proposes to perform all work for the Emergency Storm Debris Removal in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, Bidder certifies, and in the case of joint Bid each party thereto certifies as to its own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder acknowledges receipt of the following Addendum:

- No. _____, dated _____, 20_____
- No. _____, dated _____, 20_____
- No. _____, dated _____, 20_____
- No. _____, dated _____, 20_____
- No. _____, dated _____, 20_____
- No. _____, dated _____, 20_____
- No. _____, dated _____, 20_____
- No. _____, dated _____, 20_____

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices:

SCOPE OF WORK AND PROPOSED FEE SCHEDULE

<p>1. Vegetative Collection Rate Vegetative debris collected from public right-of-way (ROW) and improved public lands, hauled to, and dumped at a TDSRS.</p>	<p>0-15 miles (CY) \$ _____ 16-30 miles (CY) \$ _____ 31-60 miles (CY) \$ _____</p>
<p>2. Construction and Demolition (C&D) Collection Rate Construction and demolition debris collected from public right-of-way (ROW), hauled to, and dumped at a TDSRS.</p>	<p>0-15 miles (CY) \$ _____ 16-30 miles (CY) \$ _____ 31-60 miles (CY) \$ _____</p>
<p>3. Reduction of vegetative debris via burning at a TDSRS.</p>	<p>Per Cubic Yard \$ _____</p>
<p>4. Reduction of vegetative debris via grinding at a TDSRS.</p>	<p>Per Cubic Yard \$ _____</p>
<p>5. Reduction of C&D debris via compaction at a TDSRS.</p>	<p>Per Cubic Yard \$ _____</p>
<p>6. Haul-out of reduced vegetative debris to final disposal.</p>	<p>0-15 miles (CY) \$ _____ 16-30 miles (CY) \$ _____ 31-60 miles (CY) \$ _____ 61-90 miles (CY) \$ _____</p>
<p>7. Haul-out of reduced C&D debris to final disposal.</p>	<p>0-15 miles (CY) \$ _____ 16-30 miles (CY) \$ _____ 31-60 miles (CY) \$ _____ 61-90 miles (CY) \$ _____</p>
<p>8. Hazardous Waste Removal and Bio-Hazards Hazardous Waste/HHW Removal Dead Animal Collection</p>	<p>Per Pound \$ _____ Per Pound \$ _____</p>
<p>9. White Goods (Includes freon removal)</p>	<p>Per Piece \$ _____</p>
<p>10. Removal of Putrid Waste (Refrigerators, Freezers)</p>	<p>Per Pound \$ _____</p>
<p>11. E-Waste</p>	<p>Per Piece \$ _____</p>

12. Storm deposited soils (silt, sand, etc.) picked up at the designated work zone, hauled to and dumped at TDSRS or final disposal site.	0-15 miles (CY) \$ _____ 16-30 miles (CY) \$ _____ 31-60 miles (CY) \$ _____
13. TDSRS Management Fee.	Per Cubic Yard \$ _____
14. Tipping fees/disposal cost for all waste at final disposal site(s) shall be paid by the client.	Direct cost passed to Client

BIDDER SIGNATURE REQUIREMENTS

THIS BID FOR THE CAPTIONED PROJECT IS SUBMITTED BY:

Name of Principal (Individual, Firm, Corporation)

Louisiana Contractor's License Number

Area Code and Telephone Number of Business

Business Street Address

Telephone Number and Name of Contact Person

Business Mailing Address, if different

Email Address of Contact Person

City, State, Zip Code

Fax Number, if any

ACTING ON BEHALF OF THE BIDDER, THIS IS TO ATTEST THAT THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE OF THE ABOVE CAPTIONED FIRM, CORPORATION OR BUSINESS, BY SUBMISSION OF THIS BID, AGREES AND CERTIFIES THE TRUTH AND ACCURACY OF ALL PROVISIONS OF THIS PROPOSAL, INCLUSIVE OF THE REQUIREMENTS, STATEMENTS, DECLARATIONS AND CERTIFICATIONS ABOVE AND IN THE SCHEDULE OF ITEMS AND PROPOSAL GUARANTY. EXECUTION AND SIGNATURE OF THIS FORM AND SUBMISSION OF THE SCHEDULE OF ITEMS AND PROPOSAL GUARANTY SHALL CONSTITUTE AN IRREVOCABLE AND LEGALLY BINDING OFFER BY THE BIDDER.

Signature

Title

Printed Name

Date of Signature

GENERAL PROVISIONS

101. GENERAL INFORMATION, DEFINITIONS AND TERMS

101.01 References: Section, subsection, and heading titles are for convenience and do not bear on the meaning of the text.

Unless specified by year or date, cited publications refer to the most recent issue, including interim publications, in effect on the date bids are received.

101.02 Acronyms and Abbreviations: Wherever the following abbreviations or acronyms are used in the contract documents, they are to be interpreted as follows:

AA	Aluminum Association
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
API	American Petroleum Institute
AREMA	American Railway Engineering and Maintenance Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
AWS	American Welding Society
DEQ	Department of Environmental Quality (Louisiana)
DOTD	Department of Transportation and Development (Louisiana)
EDSM	Department's Engineering Directives and Standards Manual
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration, Department of Transportation
FHWA	Federal Highway Administration, Department of Transportation
FSS	Federal Specifications and Standards, General Services Administration
ICEA	Insulated Cable Engineers Association
IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITE	Institute of Transportation Engineers
LRS	Louisiana Revised Standards
MIL	Military Specifications
MUTCD	Manual on Uniform Traffic Control Devices (Louisiana)
NCHRP	National Cooperative Highway Research Program
NEC	National Electrical Code
NEMA	National Electric Manufacturers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
QC/QA	Quality Control/Quality Assurance
QPL	Qualified Products List (DOTD)
RMA	Rubber Manufacturers Association
SAE	Society of Automotive Engineers

GENERAL PROVISIONS

SI	Systeme Internationale or International Systems of Units
SSPC	Steel Structures Painting Council
STB	Surface Transportation Board
TIMED	Transportation Infrastructure Model for Economic Development
UL	Underwriters Laboratories, Inc.

101.03 Definitions: Wherever the following terms or expressions are used in the contract documents, they are to be defined as follows:

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

Adjustment: A change in contract time or compensation provided in accordance with Subsection 108.07 and 109.04.

Advertisement: A public announcement inviting bids, generally describing the project to be constructed; how to obtain the contract documents; and giving general bidding instructions including the time and place of opening bids.

Assembly Period: Time the Contractor is given to acquire approvals of required drawings, brochures and other submittals, begin the purchase and assembly of materials, and to perform specified pre-construction activities. Contract time will not be charged during an assembly period.

Award of Contract: Transmission of the official written notice to the Contractor that the Owner has accepted the Contractor's bid.

Base Course: The layer or layers of specified material of designed thickness constructed on the sub grade to support a surface course.

Bid: The binding offer of a responsible bidder that was submitted to the Owner on the bid forms in accordance with the bidding documents.

Bid Forms: The portion of the bidding documents required to be submitted, in accordance with the bidding documents, in order to constitute a bid.

Bidder: An individual, partnership, corporation, or any other legal entity, or any acceptable combination thereof, or joint venture submitting a bid.

Bidding Documents: The advertisement, plans, specifications, bid forms, bidding instructions, addenda, special provisions, and all other written instruments prepared by or on behalf of the Owner for use by bidders.

Bridge: A structure, including supports, erected over a depression or an obstruction, such as water, highway, or railway, which has a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments, spring lines of arches, or extreme ends of openings for multiple boxes. A bridge may include multiple pipes where the clear distance between openings is less than ½ the smaller contiguous opening.

Bridge Length: The greater dimension of a structure measured along the center of the roadway between backs of abutment backwalls or between ends of bridge floor.

Bridge Roadway Width: The clear width of structure measured at right angles to the center of the roadway between the bottom of curbs or if curbs are not used, between the inner faces of parapet or railing.

Calendar Day: Every day on the calendar, beginning and ending at midnight.

GENERAL PROVISIONS

Change Order (Plan Change) or Special Agreement: The standard form normally used to describe and detail changes to the contract. When approved and fully executed, the document becomes a part of the contract.

Conditional Notice to Proceed: Written notice to the Contractor to proceed with ordering of materials, and when specified, performing other activities which would hinder progress in the beginning stages of construction.

Construction Proposal: Document furnished to prospective bidders by the Owner consisting of, but not limited to, the notice to Contractors, special provisions, supplemental specifications, and bid forms.

Contract: The written agreement between the Owner and the Contractor setting forth obligations of the parties thereunder for performance of the prescribed work.

The contract documents include the advertisement, bid forms, contract form, specifications, supplemental specifications, special provisions, plans, standard plans, change orders/special agreements, and supplemental agreements that are required to complete the work in an acceptable manner, and contract time, including authorized extensions thereof, all of which constitute one instrument.

Contract Item: See "Pay Item."

Contract Time: The number of working days or calendar days allowed for completion of the contract, including authorized time extensions.

When a calendar date of completion is shown in the contract in lieu of a number of working or calendar days, work shall be completed by that date.

Contractor: The individual, partnership, corporation, joint venture, other legal entity, or acceptable combination thereof, that is awarded a contract.

Controlled Access Highway: Any highway to or from which access is denied or controlled from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.

Controlling Item(s) of Work: Item(s) of work that should be in progress at the time, essential to the orderly completion of the work within the time limit specified, in accordance with the Contractor's approved construction progress schedule.

Control of Access: The condition where the right of owners or occupants of abutting land or other persons to access, light, air, or view in connection with a highway is controlled by public authority.

Full Control: Preference is given to through traffic by providing access connections with selected public roads only and by prohibiting crossings at grade or direct private driveway connections.

Partial Control: Preference is given to through traffic to a degree that, in addition to access connections with selected public roads, there may be some crossings at grade and some private driveway connections.

Culvert: Any drainage structure under a roadway or other facility not defined as a bridge.

Dedicated Stockpile: A stockpile assembled for a specific project.

Department: The Department of Transportation and Development of the State of Louisiana.

Department of Transportation and Development: The Louisiana Department of Transportation and Development through its offices and officers, responsible for developing and implementing programs to ensure

GENERAL PROVISIONS

adequate, safe, and efficient transportation and other public works facilities and services in the state in accordance with Chapter 11 of LRS Title 36 as amended.

Engineer: Refer to duly authorized representatives of OWNER.

Engineering Directives and Standards Manual: A set of manuals containing directives and standards of the Department.

Equipment: All machinery, equipment, tools, and apparatus necessary for acceptable completion of the work.

Extra Work: Work not provided for in the contract as awarded but found essential by the Owner for satisfactory completion of the contract within its intended scope.

Falsework: Temporary construction work on which a main work is wholly or partly built and supported until it is strong enough to support itself; a temporary framework used to support part or all of a structure during demolition.

Force Account: Payment for directed construction work based on the cost of labor, equipment, materials furnished, overhead, and profit, in accordance with Subsection 109.04.

Highway, Street, or Road: A public way for vehicular travel, including the entire area within the right-of-way.

Incidental Work: Work required by the contract that is not directly measured and for which no specific pay item is provided.

Inspector: The Engineer's authorized representative assigned to make detailed inspections of contract performance.

Invitation For Bids: See "Advertisement."

Item: See "Pay Item."

Laboratory: The Owner's testing laboratory or any other testing laboratory approved by the Engineer.

Local Street or Local Road: A street or road not in the state maintained system.

Major Item: A pay item included in the contract with a total cost equal to or greater than 10 percent of the original total contract amount.

Manual of Uniform Traffic Control Devices (MUTCD): The manual adopted by the Owner to describe the uniform system of traffic control devices used on state highways.

Materials: Any substance used in the work.

Materials Sampling Manual: The manual used to establish and standardize construction and maintenance sampling and material acceptance requirements for the Department.

Median: The portion of a highway separating traveled ways for traffic in opposite directions.

Minor Item: A pay item included in the contract as awarded with a total cost of less than 10 percent of the original total contract amount.

Notice to Proceed: Written notice to the Contractor to proceed with the contract work which will stipulate the dates that work shall commence and contract time shall begin.

Notice Of Award: The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

GENERAL PROVISIONS

Owner: For whom the Work is to be performed.

Parish: The parish in which the specified work is to be done.

Pavement Structure: The combination of base course and surface course placed on a subgrade across the roadbed.

Pay Item: A specific portion of work for which a price is provided in the contract.

Plans: The contract drawings, which show location, type, dimensions and other details of the prescribed work.

Plan Change: See “Change Order.”

Profile Grade: The trace of a vertical plane intersecting the top surface of the proposed wearing surface or other designed course usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace according to the context.

Project: A specific undertaking of work as described by the contract within prescribed limits.

Project Engineer: The Engineer assigned to represent the Chief Engineer in the administration of the contract.

Project Number: A number used to identify the project.

Proposal: See “Bid.”

Proposal Form: See “Bid Forms.”

Proposal/Bid Guaranty: The required security furnished with a bid.

Qualified Products Lists: Lists maintained by the Department’s Materials and Testing Section for products that do not lend themselves to the preparation of meaningful specifications, or for which repetitive full testing is too time consuming or expensive to be practical for routine project control.

Quality Assurance: The combined efforts of quality control and acceptance processes to ensure that a project adheres to the contract requirements.

Quality Control is the process used by the Contractor to monitor, assess, and adjust material selection, production, and project construction to control the level of quality so that his product continuously and uniformly conforms to specifications.

Acceptance is the process of sampling, testing and inspection to determine the degree of compliance with the specifications for acceptance of materials and/or the Contractor’s work.

Right-of-Way: Land, property or interest therein, acquired for or devoted to transportation purposes.

Roadbed: The graded portion of a highway within the top of the side slopes, prepared as a foundation for the pavement structure including the shoulder.

GENERAL PROVISIONS

Roadside: The area adjoining the outer edge of the roadway. Extensive areas between roadways of a divided highway may also be considered roadside.

Roadside Development: Those items necessary to the complete highway which provide for preservation of landscape materials and features; rehabilitation and protection against erosion of areas disturbed by construction through seeding, sodding, mulching and placing of other ground covers and suitable planting or other improvements to increase the effectiveness and enhance the appearance of the highway.

Roadway: The portion of a highway within the limits of construction.

Service Road or Frontage Road: A street or road on the side of the mainline roadway for service to abutting property and adjacent areas, and for control of access.

Special Provisions: Additions and revisions to the standard and supplemental specifications or plans covering conditions applicable to the project.

Specialty Item: A pay item designated in the contract that may be performed by subcontract and the cost of such may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with the Contractor's own organization.

Specifications: The compilation of provisions and requirements for the performance of prescribed work.

Standard Specifications: A book of specifications for general application and repetitive use.

Supplemental Specifications: Additions and revisions to the Standard Specifications.

Project Specifications: All Standard Specifications, Supplemental Specifications, Special Provisions and other provisions applicable to the project.

Specified: Required or stipulated in the contract documents.

Standard Plans: Department drawings approved for repetitive use, showing the details to be used where appropriate.

State: The State of Louisiana, acting through its authorized representative.

Structures: Bridges, culverts, catch basins, junction boxes, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains and other similar features encountered in the work.

Subcontractor: An individual, partnership, corporation, joint venture, other legal entity or acceptable combination thereof, to which the Contractor sublets part of the work. Any individual, partnership, corporation, joint venture, other legal entity or acceptable combination thereof shall not be considered to be a subcontractor if it is a subsidiary, wholly owned or majority owned by the Contractor or the principals of the Contractor, or an affiliate of the Contractor or affiliated or otherwise controlled by the Contractor or the principals of the Contractor such that a true and independent subcontractor-Contractor relationship reached by bidding or arms-length negotiation does not result therefrom.

Subgrade: The surface upon which the pavement structure, including shoulders, are constructed.

Subgrade Layer: The surface layer of the subgrade, which requires treatment with lime, portland cement, or portland-possolan cement. The subgrade layer may be constructed with stone, crushed slag, recycled portland cement concrete, or asphaltic concrete.

GENERAL PROVISIONS

Substantial Completion: The date certified by the Engineer when construction of the Project or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or stipulated part can be fully utilized for the purposes for which it is intended.

Substructure: That part of the structure below the bearings of simple and continuous spans, skewbacks or arches, and tops of footings of rigid frames, including backwalls, wingwalls, and wing protection railings.

Superintendent: The Contractor's authorized representative in responsible charge of the work.

Superstructure: The entire structure except the substructure.

Supplier: Any person, business or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor.

Surface Course: The top course of the pavement structure.

Technician: The Contractor's or the Owner's representative who shall be either certified or authorized as required in the specifications.

Testing Procedures Manual: The manual in which specific testing procedures used by the DOTD Laboratories are published. This manual is used to standardize testing procedures used by DOTD Laboratories.

Through and Local Traffic:

(a) Through Traffic – Traffic that has neither its origin nor destination within the limits of the project.

(b) Local Traffic – Traffic that has either its origin or destination, or both, within the limits of the project.

Traffic/Travel Lane: The portion of traveled way for movement of a single lane of vehicles.

Traveled Way: The portion of roadway for movement of vehicles, exclusive of shoulders and auxiliary lanes.

Unit: A quantity adopted as a standard for measurement of work.

Work: The furnishing of labor, materials, services, equipment, and incidentals necessary for successful completion of the project and the carrying out of all obligations imposed by the contract.

Working Day: A calendar day on which weather or other conditions not under control of the Contractor will permit construction operations to proceed in accordance with Subsection 108.07.

Working Drawings: Supplemental design sheets or similar data that the Contractor is required to submit to the Engineer in accordance with Subsection 105.02.

101.04 Understood Words or Expressions: In order to avoid cumbersome repetition of the following words or expressions in the contract or plans, it is provided that whenever anything is, or is to be done, if, as, or, when or where "contemplated, required, determined, directed, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, condemned, waived, or written consent," it shall be understood as if the expression were followed by the words "by the Engineer" or to the Engineer".

GENERAL PROVISIONS

Whenever the contract or plans contain the expressions “no direct pay, no direct payment, not measured for payment, at no additional cost or expense to the Owner, will not be measured for payment, considered incidental to other items of work, no payment will be made for this work, shall not be entitled to extra payment,” or any variation of one of these expressions it shall be understood by the bidder that the designated work is to be considered incidental work and the cost of such work shall be included in the price bid on other pay items.

102. BIDDING REQUIREMENTS

102.01 Pre-qualification of Bidders: To qualify for submission of a bid, the bidder shall comply with all rules and regulations of the Louisiana State Licensing Board for Contractors.

102.02 Contractors' Licensing Laws: Attention is directed to the rules and regulations of the State Licensing Board for Contractors. Information relative to licensing may be obtained from the offices of said Board in Baton Rouge.

If the estimated project cost is \$50,000 or more, only licensed Contractors may receive bid forms, unless FHWA are involved. When FHWA are involved, non-licensed Contractors may receive bid forms and submit bids; however, if the Contractor's bid is \$50,000 or more, the successful non-licensed bidder will be required to obtain the proper license before beginning work under the contract.

When the estimated project cost is greater than \$50,000 and no FHWA funds are involved, the Contractor shall show his license number on the bid envelope. The Contractor awarding a subcontract becomes an awarding authority; consequently, if the subcontract amount is \$50,000 or more, both the Contractor and Subcontractor are subject to rules and regulations of the State Licensing Board for Contractors.

102.03 Contents of Bidding Documents: Upon request, the Owner will furnish prospective bidders with bidding documents. A prospective bidder will be required to pay the Owner the sum stated in the Notice to Contractors for each construction proposal and set of plans. The prospective bidder may use the Central Auction House services through centralauctionhouse.com. The use of these services will require payment by the contractor of additional fees to the service provider.

The construction proposal will state the location and description of the contemplated work, will show the estimated quantities and kinds of work to be performed, and will include the bid forms to be completed and returned by the bidder. The construction proposal will state the time in which the work must be completed, and the date, time and place of opening bids. The construction proposal will also include any specifications required. The plans, specifications and other documents designated in the construction proposal will be considered a part of the construction proposal whether attached or not.

Unless the contractor properly submits the bid forms electronically, the bid forms bound with or attached to the construction proposal should be detached, completed, and returned by the bidder. The bid forms consist of the Schedule of Items, the Bidder Signature Requirements Form, Non Collusion Declaration, and any other returnables if required in the construction proposal.

Unless explicitly stated otherwise in the contract, when the name of a certain brand, make, manufacture, or definite specifications limit the product or source to be supplied under or pursuant to a specification in this contract to a single product or source, that specification shall not restrict bidders to the specified brand, make, manufacture, product or source, but to set forth and convey to prospective bidders the general style, type, character, quality and salient performance criteria desired by the Owner of the product or source specified. The specified product or source shall be a standard by which substitute products or sources will be compared to determine if the substitute product or source will be approved for substitution as equal to or superior to the general style, type, character, quality and salient performance criteria of the product or source specified. Bidders are informed that substitute

GENERAL PROVISIONS

products or sources should be submitted to the Chief Engineer for prior approval no later than seven (7) working days prior to the opening of bids in accordance with LRS 38:2295(C). The Engineer will approve or deny substitutions of the product or source submitted within three (3) days, exclusive of holidays and weekends. If a product or source sought to be used as a substitute for the product or source specified is not submitted prior to the opening of bids as provided in LRS 38:2295(C), the Owner has the right to require the product or source specified. Substitutions of a product or source submitted in substitution of the product or source specified after the seven-day period prior to the opening of bids may only be allowed after that time in the Chief Engineer's sole discretion pursuant to Subsection 105.01.

102.04 Issuance of Bid Documents: The Owner may refuse to issue bid documents to a bidder for any of the following reasons:

- (a) Failure of the bidder to comply with any prequalification requirements of the Owner.
- (b) Disqualification of the bidder in accordance with Subsection 108.04.
- (c) If a bidder is in default of a contract in accordance with Subsection 108.09 and a notice of default has been issued to the bidder. Bid documents will not be issued to the bidder until such time as the project on which the bidder has defaulted has been issued a final acceptance.
- (d) On Federal-Aid Projects, the bidder being included on the List of FHWA Suspension/Debarment Actions or having been found unacceptable for employment on Federal-Aid Projects.
- (e) When requested, within 24 hours before the opening of bids.
- (f) Any bidder debarred in accordance with Part XIII-B of Chapter I of LRS 48.
- (g) Any bidder disqualified for Proposal/Bid Guaranty forfeiture or non-payment in accordance with Subsection 103.07.

102.05 Interpretation of Quantities in Schedule of Items: The quantities in the Schedule of Items are prepared for comparison of bids and are approximate. Payment will be made in accordance with measurement and payment requirements for pay items and other requirements of the contract. Pay item quantities may be increased, decreased or eliminated by the Owner. Nothing in the Bidding Requirements or anywhere else in the contract is included without compensation in addition to that in the Schedule of Items. The Contractor shall perform all work required in the plans and specifications and accept payment pursuant to the Schedule of Items as full and final compensation for all work performed under the contract including all incidental, overhead and subsidiary costs and work not measured for payment as described under the individual pay items listed in the Schedule of Items.

102.06 Examination of Bid Documents and Site of Work: Written instructions necessary to use the electronic bidding service and prepare and submit a bid electronically are provided on the centralauctionhouse.com website. Fees payable to Central Auction House are required of the contractor to use the service and to establish electronic signatures. The contractor is advised to timely make all necessary arrangements with centralauctionhouse.com and to familiarize himself with system and process requirements prior to using the service to submit a bid.

The bidder shall examine carefully the site of the proposed work and the bidding documents before submitting a bid. In the event the bidder's site investigation reveals that the site conditions are inconsistent with the contract documents, the bidder shall immediately notify the Engineer. Submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to conditions to be encountered in performing the work and as to requirements of the bidding documents. If the Contractor discovers an error, omission, or ambiguity, prior to the date of the bid opening, he shall immediately notify the Chief Engineer who will then make such corrections, interpretations, or issue addenda as deemed necessary to fulfill the intent of the plans and specifications.

GENERAL PROVISIONS

Any subsurface tests and boring data which have been compiled by the Engineer and furnished to the bidder shall not be considered as fully representative of subsurface conditions and is not intended as a substitute for personal investigation, interpretations and judgment of the bidder.

102.07 Preparation of Bid: Bids shall be submitted on bid forms provided by the Engineer or accessed online through centrallauctionhouse.com. Only that portion of the construction proposal designated as Bid Forms must be completed and returned by the bidder. The bid forms include the Schedule of Items, the Bidder Signature Requirements Form, Non Collusion Declaration, and any additional returnables if required in the construction proposal.

A unit bid price, in English and U. S. Dollars, shall be specified in the Schedule of Items in words and numerals, either typed or printed in ink, or computer printed in the spaces provided for each pay item or alternate pay item. If no alternate pay items are included in the Schedule of Items, bidders shall bid on all items; if alternate items are included, bidders shall bid on all "General Items" and on one of the groups of items under each set of "Alternate Items." When additive alternates are included, the bidders shall bid on all additive alternates.

The Bidder Signature Requirements Form shall be signed either with an authorized electronic signature or with ink by the individual; or a member of the partnership; or an officer of one of the firms representing a joint venture; or an officer of a corporation; or an agent of the Contractor legally qualified and acceptable to the Owner. The bidder's business street address and mailing address, if different, and the business telephone number of the individual signing the form and that of a contact person shall be shown on the Bidder Signature Requirements Form.

Execution, signature, and submission of the Construction Proposal Returnables shall constitute a legally binding and irrevocable offer by the bidder.

102.08 Irregular Bids: Bids may be considered irregular or non-responsive and will be subject to rejection for any of the following conditions:

- (a) If the bid, except for legible facsimiles, is on a form other than that furnished by the Engineer or centrallauctionhouse.com, or if the bid forms are materially altered.
- (b) If there are unauthorized additions, conditional or alternate bids or irregularities which make the bid incomplete, indefinite or ambiguous as to its meaning.
- (c) If the bidder adds provisions reserving the right to accept or reject the award or to enter into the contract pursuant to the award.
- (d) If the bid does not contain a legible unit price in U.S. dollars and cents, written in English, for each pay item listed, except in the case of authorized alternate pay items.
- (e) If the bid is submitted by a bidder other than the one to whom the construction proposal was issued.
- (f) If the bidder is in default of a contract in accordance with Subsection 108.09 and a notice of default has been issued to the bidder.
- (g) If an owner or a principal officer(s) of the bidding entity is an owner or principal officer(s) of a contracting entity which has been declared by the Owner to be ineligible to bid.
- (h) If the proposal/bid guaranty does not meet requirements of Subsection 102.09
- (i) If more than one bid for the same work is received from an individual, partner, corporation, or any other legal entity, joint venture or combination thereof under the same or a different name.

GENERAL PROVISIONS

- (j) If the portion of the construction proposal form designated as Bid Forms is not properly executed by hand and submitted with the bid.
- (k) If unit prices are obviously distorted or unbalanced to reflect an advantage to the Contractor which would result in undue expenditure of public funds and/or overrun of total cost of project.
- (l) If it is determined by the Owner that collusion and/or the bid rigging has occurred on a project.
- (m) If the bidder is disqualified in accordance with Subsection 108.04.
- (n) If the bidder is debarred in accordance with Part XIII-B of Chapter I of LRS 48.
- (o) If the bidder is disqualified for Proposal/Bid Guaranty forfeiture of non-payment in accordance with Subsection 103.07.

102.09 Reserved

102.10 Delivery of Bids: Unless delivered electronically through the approved electronic bid submission service, each Bid must be submitted in a sealed envelope. The envelope should bear on the outside the name of the Bidder, the Bidder's address, and the Bidder's Louisiana State Contractor's license number, and the project name. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner as indicated in the Instructions to Bidders. Bids shall be received no later than the time and at the place specified in the Notice to Contractors. Bids received after the time set for opening bids will be returned to bidders unopened. Electronic bids shall be submitted via the internet in accordance with Subsection 102.7. Electronic bids transmitted by the bidder after the time set for bid opening will not be accepted.

All other required returnables not submitted electronically with an electronic bid must be delivered by the Contractor to the Owner in a sealed envelope as specified above prior to the date and time of the bid opening.

102.11 Withdrawal or Revision of Bids: A bidder may withdraw or revise a bid after it has been deposited with the Owner, provided the request for such withdrawal or revision is received by the Owner in person, in writing, or by telegram, before the time set for the opening of bids and at the location set forth in the Notice to Contractors. Electronic bids submitted to Central Auction House may be withdrawn prior to the specified bid opening time by the authorized bidder.

102.12 Public Opening of Bids: Paper or electronic bids will be publicly presented at the time and place indicated in the Notice to Contractors.

102.13 Withdrawal of Bids Due To Mistake:

(a) Criteria:

- (1) **Withdrawal of Bid:** The Owner may allow a bidder to withdraw a bid after the scheduled time of bid opening in accordance with state law upon a determination that:
 - a. A mistake was in fact made in preparation of the bid; and,
 - b. The mistake in the bid is of a mechanical, clerical or mathematical nature and not one of bad judgment, careless inspection of the work site, or in reading the plans and specifications; and,
 - c. The mistake is found to be in good faith and was not deliberate or by reason of gross negligence; and,

GENERAL PROVISIONS

- d. The mistake is patently obvious on the face of the bid; and,
- e. The notice of the mistake, request for withdrawal of the bid by reason of the mistake, and written evidence of the mistake, is delivered to the Chief Engineer within 72 hours after the bid opening, excluding Saturdays, Sundays, and legal holidays. The written evidence of the mistake supplied to the Chief Engineer shall be duly sworn before a Notary Public as original, unaltered documents used in the preparation of the bid or any other facts relevant to the bidder's request to withdraw the bid as evidence of the existence of a mistake; and,
- f. The sworn, written evidence furnished to the Chief Engineer within 72 hours of the bid opening, excluding Saturdays, Sundays, and legal holidays, constitutes clear and convincing evidence of the bidder's mistake.

(2) Other Bid Protests: The Owner may also allow a bidder to protest any matter regarding the bidding or award of a contract after the scheduled time of bid opening in accordance with the following provisions:

- a. The protest of a bidder must be submitted in writing and specifically set forth the grounds an/or reasons for the protest; and,
- b. The written protest must be delivered to the Chief Engineer within 72 hours after notice of bid rejection, irregularity or any other action regarding the bidding of the contract, excluding Saturdays, Sundays, and legal holidays.

(b) Hearing by the Chief Engineer—Prior to Contract: If a bidder files a notice of mistake along with a request to withdraw the bid, or protests in a timely manner any other matter regarding the bidding or awarding of the contract, the Chief Engineer, or designee, will hold a hearing within a reasonable period of time after a request has been delivered. The Chief Engineer will give the requesting bidder reasonable notice of the time and place of the hearing. The bidder may appear at the hearing and present evidence together with other facts and arguments in support of the request, except, for a request to withdraw a bid for reason of mistake, the bidder making such request will be limited to the sworn written evidence submitted within the time period prescribed in the subsection.

(c) Action by the Owner—Prior to Contract: The Chief Engineer will present findings to the Owner for action on the bidder's request or protest. A determination may be made by the Owner that a bidder meets the criteria for withdrawal of the bid as set forth in this subsection upon the basis of the evidence supplied within the period specified in this subsection, or for other protests of matters involving bidding or award of contracts, upon the evidence submitted to the Chief Engineer at hearing of protest. The Chief Engineer will advise the bidder of the Owner's decision prior to the Owner's consideration of award of the contract for matters involving bidding and, for matters involving award of the contract, prior to execution of the contract.

(d) Subcontracting: If it has been determined that a mistake has been made and the bidder allowed to withdraw a bid, the individual, partnership, corporation or other legal entity or joint venture submitting the bid will not be allowed to perform work under this contract as a subcontractor.

GENERAL PROVISIONS

103. AWARD OF CONTRACT

103.01 Consideration of Bids: After bids are opened and read, they will be compared on the basis of a best value decision. This means that the offeror's past performance and relevant experience, technical approach, and staff qualifications are most significant than cost. Results of such comparisons will be available to the public.

The right is reserved to reject bids, waive technicalities and informalities, or advertise for new bids.

(a) The right is reserved to reject a bid for any of the following reasons and contract with the next responsive bidder or advertise for new bids:

(1) A bidder's bid is considered irregular as indicated in Subsection 102.08.

(2) On DBE Goal Projects, the bidder fails to submit the required information and satisfy the DBE requirements as specified in the DBE contract provisions for the project.

(3) The bidder fails to agree to mutually extend the period required for Award of Contract as indicated in Subsection 103.02.

(4) The bidder successfully withdraws the bid in accordance with Subsection 102.11.

(b) All bids may be rejected for just cause consisting of any of the following:

(1) The Owner's unavailability of funds sufficient for the construction of the project or the unavailability of funding participation in the project by anticipated funding sources.

(2) The failure of all bidders, not considered as irregular, to submit a bid within the established threshold of the advertised construction estimate for the project by the Owner's Engineers.

(3) A substantial change in scope or design of the project occurring prior to award.

(4) A determination of the Owner or the funding agency not to build the proposed project within twelve months of the letting date.

(5) The disqualification or rejection by the Owner of all bidders.

(6) The discovery, by the Owner prior to award, that an error, defect, or ambiguity was contained within the bidding documents, that these defects may have affected the integrity of the competitive bidding process or may have led to a potential advantage or disadvantage to one or more of the bidders.

103.02 Award of Contract: The Owner shall award the contract to the bidder with the highest accumulated score attained by the evaluation performed by the Technical Review Team in response to the advertisement for bids. Award shall be made to the highest evaluated bidder within 45 calendar days after the receipt of bids. Where concurrence in award is required, the total time from receipt of bids to award of contract, shall not exceed 60 calendar days unless extended by mutual agreement between the Owner and the successful bidder. Should the successful bidder not agree to extend the deadline for award of contract, the proposal/bid guaranty may be returned to the bidder and the Owner, at its discretion, may award the contract to the next highest evaluated bidder or may readvertise the project.

GENERAL PROVISIONS

103.03 Cancellation of Award: The Owner reserves the right to cancel the award of contract at any time before execution of said contract by all parties without liability against the Owner for any of the following reasons:

- (a) Any of the just causes contained in Subsection 103.01(b).
- (b) The bidder fails to agree to mutually extend the period required for issuance of the Notice to Proceed as indicated in Subsection 103.08
- (c) The contract, satisfactory bonds, proof of all required policies of insurance with minimum insurance coverages and all other required contract documents are not properly executed and returned to the Owner within the required time period specified in Subsection 103.06.

103.04 Reserved

103.05 Reserved

103.06 Execution and Approval of Contract: The contract, satisfactory bonds, proof of all required policies of insurance with minimum insurance coverages and all other required contract documents shall be properly executed and returned to the Engineer within 15 calendar days after transmission to the bidder. If the contract is not executed by the Owner within 20 calendar days following receipt of all required documents, the bidder shall have the right to withdraw his bid without penalty.

103.07 Failure to Execute Contract: Failure by the bidder to comply with Subsection 103.06 will be cause for cancellation of the award and forfeiture of the proposal/bid guarantee. For those projects wherein a proposal/bid guarantee was not provided with the bid, failure to comply with Subsection 103.06 will be cause for cancellation of the award and bidder to be disqualified from bidding or subcontracting for a period of one year from the award date. Awards, which were cancelled, may then be made to the next highest evaluated responsible bidder or the work may be readvertised for bids, at the Owner's discretion.

Should a proposal/bid guaranty be required to be forfeited by the bidder to the Owner or other named obligee, and if for any reason the full amount of the proposal/bid guarantee is not collected or collectable by the Owner upon demand, the bidder will be disqualified from bidding or subcontracting for a period of one year from the date of non- payment.

GENERAL PROVISIONS

103.08 Notice to Proceed: Should the Contractor's services be needed, the Owner will issue the Contractor a Notice to Proceed. There shall be no requirement that Notice to Proceed be issued within a certain timeframe following award of contract.

When federal-aid funds are involved, prior to issuance of a Notice to Proceed, the Contractor will be required to possess all required licenses before beginning work under the contract. Failure of the Contractor to provide satisfactory licenses will be cause for cancellation of the award and forfeiture of the proposal guaranty, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next responsible bidder or the work may be readvertised for bids, at the Owner's discretion.

After award of the contract, the Owner may schedule a preconstruction conference. The preconstruction conference will be held prior to performing any work on the project, preferably not later than the issuance of a Notice to Proceed. The Contractor is urged to have all sub-Contractors in attendance at the preconstruction conference.

104. SCOPE OF WORK

104.01 Intent of Contract: The intent of the contract is to provide for performance and completion of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the plans, project specifications and terms of the contract.

When an item in the contract contains a choice to be made by the Contractor, the Contractor shall indicate the choice to the Engineer in writing.

When the project specifications reference or require the use of "manufacturer's recommendations or specifications", the Contractor shall provide the Engineer with a current copy of these recommendations or specifications.

104.02 Alteration of the Contract: The Owner reserves the right to order such alterations in quantities and plans, within the general scope of the contract, including alterations in grade and alignment, as deemed necessary or desirable in order to complete the work as contemplated. Pay items affected by such alterations shall be performed in accordance with the project specifications and payment will be made at the same unit prices as other parts of the work, except as provided in Subsections 109.03 and 109.04.

The Owner reserves the right to order work not provided for in the contract whenever such extra work is found essential or desirable to satisfactory completion of the contract within its intended scope. Such extra work shall be performed in accordance with specifications and as directed. Payment for such extra work will be made as provided in Subsection 109.04.

The Owner reserves the right to order changes in details, including changes in materials, processes and sequences, whenever such changes are in the best interests of the public or are necessary or desirable to satisfactory completion of the work. Such changes in details shall be performed in accordance with the specifications and as directed, and payment will be made as provided in Subsection 109.04. Changes ordered in details, when such changes are allowed or required by the contract, are not alterations to the contract and payment for the affected work will be made at the contract unit prices.

GENERAL PROVISIONS

Alterations to the contract as provided for by this subsection shall not invalidate the contract nor release the surety, and the Contractor agrees to accept the work as altered, as if it had been part of the original contract. The Contractor shall notify the surety of any alterations to the contract.

Alterations of the contract shall not involve work beyond the termini of the proposed work except as necessary to satisfactorily complete the project.

No change order will be assumed to be approved until the signed and approved change order is returned to the originator.

(a) Differing Site Conditions:

(1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the are disturbed and before the affected work is performed.

(2) Upon written notification, the Engineer will investigate the conditions and if he determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

(3) No contract adjustment, which results in a benefit to the Contractor, will be allowed unless the Contractor has provided the required written notice.

(b) Suspensions of Work Ordered by the Engineer:

(1) If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(2) Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

(3) No contract adjustment will be allowed unless the Contractor had submitted the request for adjustment within the time prescribed.

(4) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

(c) Significant Changes in the Character of Work:

GENERAL PROVISIONS

- (1) The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as quantities and alteration shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
- (2) If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alteration, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.
- (3) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (4) The term “significant change” shall be construed to apply only to the following circumstances.
 - a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or;
 - b. When a major item of work, as defined elsewhere in the contract, is increased, or decreased, in excess of 25 percent of the contract quantity as awarded. Any adjustment in unit price will be made on only that portion of the major item exceeding the 25 percent increase, or, in the case of a decrease of the item by 25 percent or more the remaining portion will be adjusted.
- (d) **Eliminated Items:** Should any items contained in the contract be found unnecessary for proper completion of the work, the Engineer may, upon written order to the Contractor, eliminate such items from the contract. Such action shall not invalidate the contract.

When an item is eliminated, the Contractor will be reimbursed for authorized work done toward completion of the item. No allowance, except as provided herein, will be made for any increased expense, loss of expected reimbursement or loss of anticipated profits claimed by the Contractor resulting either directly from such elimination or indirectly from unbalanced allocation among the pay items of overhead expense by the Contractor and subsequent loss of expected reimbursements therefore or for other reasons.

The change order authorizing reimbursements shall show how the reimbursements were derived. Except when otherwise authorized by the Chief Engineer, such derivation shall show breakdowns of costs as detailed in Subsection 109.04, Headings (a) through (g).

- (e) **Extra Work:** When necessary or desirable to complete the project, the Engineer may direct the Contractor to perform unforeseen work for which there is no pay item or unit price in the contract. The Owner will pay for such work in accordance with Subsection 109.04 based on an approved change order.

104.03.1 Maintenance of Traffic: Reasonable provisions for local traffic through the length of the project and the life of the contract shall be made by the Contractor during construction, at no direct pay.

When specified, the Contractor may also be required to provide for through traffic over the entire project, or designated portion thereof, at no direct pay.

The Contractor shall keep the portion of the project being used by public traffic, whether through or local traffic, in such condition that traffic (including mail delivery) will be adequately accommodated. The Contractor shall furnish, erect and maintain barricades, warning signs and delineators, and shall provide flaggers and pilot cars in accordance with the plans and the MUTCD. The Contractor shall maintain existing drainage and also provide and maintain in a

GENERAL PROVISIONS

safe condition all temporary approaches or crossings, intersections with roads, streets, businesses, parking lots, residences, garages and farms, at no direct pay.

When the Engineer directs additional measures for the benefit of the traveling public, payment to the Contractor will be made at the contract unit prices in the contract or as provided in Subsection 109.04. The Engineer will be the judge of work to be classed as additional measures.

All lane closures, including ramps, shall be authorized by the Engineer. Unless otherwise authorized, lane closures will only be allowed while work is being performed. The Contractor shall provide the Engineer a five calendar day notice, prior to any lane closure unless a shorter notification period is allowed by the Engineer.

104.04 Final Cleaning Up: Before final acceptance, the right-of-way, borrow and local material sources, and areas occupied by the Contractor in connection with the work shall be cleaned of rubbish, excess materials, temporary structures, haul roads and equipment. All parts of the work, including property adjacent to the right-of-way, which have been damaged or rendered unsightly during the work shall be left in satisfactory condition and maintenance standards, all at no direct pay.

104.05 Guarantees: The Contractor guarantees, by signing the contract, all installed project equipment, apparatus, materials and workmanship provided under the contract for a period of 1 year after final acceptance.

Instruction sheets that are required to be furnished by the manufacturer for installed project equipment, materials, supplies, and operation shall be delivered by the Contractor to the Engineer prior to final acceptance of the project, with the following written warranties and guarantees.

- (a) The manufacturer's standard warranty for each piece of installed project equipment or apparatus furnished under the contract.
- (b) The Contractor's guarantee that, during the guarantee period, necessary repair or replacement of the warranted equipment or apparatus will be made by the Contractor at no direct pay.
- (c) The Contractor's guarantee for satisfactory operation of installed project equipment including, but not limited to, the mechanical and electrical systems furnished and constructed under the contract for the guarantee period.

If it should be found that parts failed due to defective material or faulty workmanship and if such parts should, within the manufacturer's warranty period, caused any breakdown or accident, the Contractor will not only be required to furnish and install the replacement part, but also be held responsible to the Owner for all expenses due to accident or breakdown caused by such a failure. The Contractor shall inset one copy of all warranties and guarantees into the maintenance manuals specified. Routine maintenance during the guarantee period will be performed by the Owner.

105. CONTROL OF WORK

105.01 Authority of the Engineer: The Engineer, acting directly or through duly authorized representatives in accordance with Subsection 105.09, will decide all questions which arise as to quality and acceptability of materials furnished and work performed, rate of progress of the work, interpretation of plans and specifications, and acceptable fulfillment of the contract by the Contractor.

The Engineer will have the authority to suspend the work wholly or in part due to failure of the Contractor to correct conditions unsafe for workmen or the general public; for failure to carry out provisions of the contract; for failure to carry out orders; for such periods as deemed necessary due to unsuitable weather; for conditions considered unsuitable for prosecution of the work; or for other conditions or reasons deemed to be in the public interest.

GENERAL PROVISIONS

Orders to suspend the work will be in writing and will include the reasons for suspension. The order to resume work will also be in writing.

The approval or acceptance by the Engineer of submissions by the Contractor will be subject to satisfactory installation and performance. Such approval shall not relieve the Contractor of responsibility under the contract for successful completion of the work or responsibility for compliance with the terms and conditions of the contract.

105.02 Reserved

105.03 Conformity with Plans and Specifications: All work and materials shall conform to the lines, grades, sections, dimensions and material requirements of the contract.

When the Engineer finds the materials furnished, work performed, or the finished product not in compliance with the contract but that reasonably acceptable work has been produced, the Engineer will determine to what extent the work will be accepted and remain in place. If accepted, the Engineer will document the basis of acceptance by change order and/or special agreement. The change order and/or special agreement will contain appropriate documentation for an adjustment in the contract price for the work or materials as necessary to support the Engineer's determination. Reduced pay schedule will be used when such schedules are a part of the project specifications.

If the Engineer finds the materials, work performed, or the finished product not in compliance with the contract and have resulted in an unsatisfactory or unacceptable product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor to the satisfaction of the Engineer at no direct pay.

If due to the Contractor's negligence or selected method of operation in performing the work, the Engineer deems it necessary to make changes, the Contractor will be liable for the additional design cost to the Owner. The amount of such design cost will be the salary cost of design personnel plus 110 percent. The amount thus determined will be deducted from payments for the work.

105.04 Coordination and Precedence of Contract Documents: These specifications, the supplemental specifications, the plans, special provisions and supplementary documents are essential parts of the contract. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following order of precedence will apply:

- (a) Special Provisions
- (b) Plans
- (c) Supplemental Specifications
- (d) Standard Specifications
- (e) Standard Plans

Calculated dimensions will govern over scaled dimensions

The Contractor shall take no advantage of any error or omission in the plans or project specifications. If the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as deemed necessary to fulfill the intent of the plans and project specifications.

105.05 Cooperation by Contractor: The Contractor shall keep one complete set of plans and other contract documents available at the worksite.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, Inspectors and other Contractors.

GENERAL PROVISIONS

The Contractor shall have on the work site at all times, as the Contractor's agent, a competent representative capable of reading and understanding the plans and project specifications and experienced in the type of work being performed, who is English speaking and who shall receive and execute instructions from the Engineer. At the preconstruction conference or upon request, the Contractor shall furnish the Engineer written notice of the name and home telephone number of the representative. The representative shall have authority to execute orders or directions of the Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as required. The representative shall be furnished regardless of the amount of work sublet.

The Contractor shall furnish the Engineer written notice of the names of persons authorized to sign for him in matters pertaining to plan changes, force account or extra work, contract time charges and other documents. No work shall commence on the project until the Contractor has complied with this requirement. Such written notice shall also be furnished when a person so designated is removed and replaced.

105.06 Cooperation with Utilities: The Owner will notify all known utility companies, pipeline owners or other parties affected by the work and endeavor to have the necessary adjustments of public or private utility fixtures, pipelines and other appurtenances within or adjacent to the limits of construction made as soon as possible.

Upon award of the contract, utility companies affected will be advised by the Owner of the name and address of the Contractor, the approximate date work will begin and other pertinent information.

Except as hereinafter provided, and regardless of whether the utility is shown on the plans or referred to in the project specifications, all water lines, gas lines, wire lines, fiber optic cables, telephone lines, cable television lines, service connections, water and gas valve boxes, light standards, cableways, signals and other utility appurtenances within construction limits which prevent completion of the Contractor's work will be relocated or adjusted by the owners at no expense to the Contractor. The contract will indicate utility items to be relocated, adjusted or constructed by the Contractor.

Where a utility crosses or otherwise occupies an area within construction limits of the project and the utility will not have the Owner's required clearance when the work is completed, it shall be the Owner's responsibility to arrange for necessary relocation to the required clearance. When the required clearance will exist when the work is completed, but relocation is considered necessary by the Contractor for construction purposes, the Contractor shall make arrangements with the utility owner for any relocation or adjustment necessary to the operations at no direct pay. In such cases, upon completion of the work and prior to final acceptance, the final location of the utility will be acceptable to the Owner. Nothing herein shall be interpreted to mean that the Owner waives its rights to control entrance onto, or location on, its right-of-way of any utility or appurtenance.

It is agreed that the Contractor has considered in the bid all permanent and temporary utility appurtenances in their present or proposed relocated positions and that no additional compensation will be allowed for delays, inconvenience or damage sustained due to interference from the said utility appurtenances or the operation of moving them. When the Engineer determines that the Contractor is experiencing significant delays in the controlling items of work because of delays by others in removing, relocating or adjusting utility appurtenances, contract extensions will be considered for such delays in accordance with Subsection 108.07.

On the date stipulated in the Notice to Proceed, the Contractor shall begin work in connection with fencing, clearing, grubbing, removal of structures and obstructions, and relocation and demolishing of other structures, and shall prosecute such work to completion to avoid delays in removal or adjustment of utilities. The Contractor shall cooperate with the utility companies to avoid delays in completion of work due to non-removal or non-adjustment of utilities.

105.07 Cooperation Between Contractors: The Owner reserves the right to contract for and perform additional work on or near the work covered by the contract.

GENERAL PROVISIONS

When separate contracts are let within, adjoining, or adjacent to the limits of the project, each Contractor shall conduct the work not to hinder the progress of work by other Contractors and shall cooperate with each other as directed.

The Contractor shall arrange the work and shall place and dispose of materials being used not to interfere with the operation of other Contractors within, adjoining, or adjacent to the limits of the project. The Contractor shall acceptably join the work with that of other Contractors and shall perform the work in proper sequence to that of the others and without causing disruption or delay to the schedule of project completion.

The Contractor shall assume all liability, financial and otherwise, in connection with the contract and shall hold the Owner harmless and indemnify the Owner from all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor or caused to other Contractors due to the presence and operations of other Contractors working within, adjoining or adjacent to the limits of the projects.

105.08 Reserved

105.09 Authority and Duties of Project Engineer: As the direct representative of the Chief Engineer, the Project Engineer has immediate charge of the Owner's Engineering details of the construction project. The Project Engineer is responsible for administration of the contract. The Project Engineer shall have authority to give directions pertaining to the work and for consideration of the public, to reject defective materials and equipment, and to suspend work in accordance with Section 105.01.

Except as permitted and instructed by the Chief Engineer, the Project Engineer is not authorized to alter or waive provisions of the contract, alter quantities, order extra and force account work, or accept any portion of the project. In no case will the Project Engineer perform any duties for or act as the representative of the Contractor.

When the work is being done by force account, the Contractor shall have the responsibility to supervise the work and provide a product meeting the requirements of the contract. The Project Engineer, however, shall have the authority to require the Contractor to revise operations, including but not limited to, sequence and location of work; number, category and caliber of workers; number and type of equipment; and hours of work.

105.10 Duties of the Inspector: Inspectors representing the Owner are authorized to inspect all work. Such inspection extends to any part of the work and to preparation, fabrication or manufacture of materials to be used. The inspector is not authorized to alter or waive contract provisions. The inspector is not authorized to issue instructions contrary to the contract; however, the inspector will have authority to reject work or materials until any question can be referred to and decided by the Engineer. In no case will the inspector perform any duties for, or act as a representative of the Contractor.

105.11 Inspection of Work: All material and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed safe and convenient access to all parts of the work and shall be furnished with such information and assistance by the Contractor as required to make a complete inspection. Such inspection will not relieve the Contractor from the obligation to furnish acceptable materials or to perform all work in accordance with the contract.

If ordered by the Engineer, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as directed. After examination, the Contractor shall restore said portions of the work to the standard required by the project specifications. Should the work thus exposed prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but, should the work so exposed prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, will be at no direct pay.

GENERAL PROVISIONS

Work done or materials used without supervision or inspection by an authorized Owner representative, when the Owner is not provided adequate notice or opportunity to provide inspection, may be ordered uncovered for examination and recovered, or removed and replaced, all at the Contractor's expense.

When a unit of government or political subdivision or other public or private entity is to pay a portion of the cost of the work covered by the contract, its representatives shall have the right to inspect the work. Such inspection shall not make any unit of government, political subdivision or corporation a party to the contract and shall not interfere with the rights of either party thereunder.

105.12 Reserved

105.14 Load Restrictions: The Contractor, Sub-Contractors and suppliers shall observe legal load restrictions when hauling of materials or equipment on public roads beyond project limits. A special permit does not decrease the Contractor liability for damage.

Except for specified equipment, Contractor shall obtain the Engineer's written permission to exceed legal load limits within the project limits. Operating equipment or hauling loads that may damage structures, roadway, or any construction is prohibited.

105.15 Maintenance During Construction: The Contractor shall satisfactorily maintain the entire area within the right-of-way limits of the project, from the effective date of the Notice to Proceed until the date of final acceptance. This maintenance responsibility includes, but is not limited to, maintaining drainage, periodic mowing and removing of debris and remains, to the satisfaction of the Engineer, as well as such striping, patching and shoulder maintenance which will provide safe and convenient conditions at all times for the public. The Contractor shall continuously and effectively satisfy his maintenance responsibilities with such equipment and forces as may be necessary to maintain a safe and satisfactory condition for the duration of the project.

The Contractor shall maintain the roadway in a satisfactory condition to allow traffic to safely travel through the work zone at the posted speed limit. Adjacent and parallel roadways within the project limits, not affected by construction shall not be the maintenance responsibility of the Contractor.

105.16 Failure to Maintain Roadway or Structure: If the Contractor fails to comply with Subsections 104.03 and 105.15, the Engineer will immediately notify the Contractor in writing of such noncompliance. If the Contractor fails to remedy the condition within 24 hours after receipt of the written notice, the Owner will have the option to immediately remedy the condition with its own in-house forces or by another Contractor, and the cost thereof will be deducted from payments for the work.

When the condition requires more immediate remedy due to hazard to life, health and property, the Engineer will immediately remedy the condition as above and the costs thereof will be deducted from payments for the work.

105.17 Acceptance:

(a) Partial Acceptance: When the Contractor satisfactorily completes a portion of the project that can be used advantageously for traffic or other use, the Contractor may request the Engineer to make final inspection of that portion. When the Engineer finds upon inspection that the portion has been completed in compliance with the contract, the Engineer may accept that portion as being completed and the Contractor will be relieved of further responsibility for that portion and from further liability to the public.

Partial acceptance of a project will not be made until the portion being accepted had been completed in its entirety, including all safety devices, signs and striping. When partial acceptance is made, the terms of acceptance, including the responsibilities of all parties and any allowance of additional contract time, shall be set forth in a change order, mutually agreed to by the Engineer and the Contractor. Such partial acceptance shall not void or alter any terms of the contract, except as set forth in the change order.

GENERAL PROVISIONS

(b) Final Acceptance: Upon written notice from the Contractor of presumptive completion of the entire project, the Engineer will make an inspection. When the work provided for in the contract is found satisfactorily completed, that inspection will constitute the final inspection. The Engineer will make final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

When the inspection discloses any work as being unsatisfactory, the Engineer will give the Contractor instructions for correction of same. The Contractor shall immediately comply with such instructions. Upon correction of the work, another inspection will be made which will constitute final inspection provided the work has been satisfactorily completed. In such event, the Engineer will notify the Contractor in writing of this acceptance as of the date of final inspection.

Upon acceptance of the project, the Contractor shall submit the following to the Engineer: detailed as-built drawings, operation and maintenance manuals, product data sheets, owner's manuals, warranties, guarantees and other items required by the contract documents.

105.18 Claims for Additional Compensation: If the Contractor deems additional compensation is due for work, material, delays, inefficiencies, disruptions or other additional cost/or expenses not covered in the contract or not ordered as extra work, the Contractor shall notify the Engineer in writing of his intention to make a claim for such additional compensation before beginning the work on which the claim is based or immediately upon encountering the conditions or effects which the Contractor claims entitled him to additional compensation. If such notification is not given or the Engineer is not afforded proper facilities by the Contractor for keeping account of actual costs incurred by the Contractor, the Contractor hereby agrees and shall be deemed to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the costs as aforesaid shall not be construed as proving or substantiating the validity of any claim. If the claim after consideration by the Chief Engineer, of judicial determination, is found to be just, payment will be made as specified in Subsection 109.04 by force account or negotiated price. Nothing in this subsection shall be construed as establishing any claim contrary to Subsection 104.02.

105.19 Reserved

105.20 Reserved

106. RESERVED

107. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 Laws to be Observed: The Contractor shall keep informed of and comply with all Federal, State and local laws, ordinances and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which affect those employed on the work or which affect the conduct of the work. The Contractor shall indemnify the Engineer, Owner and its representatives against any claim or liability arising from violation of any such law, bylaw, ordinance, code, regulation, order or decree, whether by the Contractor or the Contractor's employees.

Soil and soil-moving equipment operating in regulated areas will be subject to plant quarantine regulations. These regulations provide for cleaning soil from equipment before it is moved from regulated areas to prevent spread of harmful agricultural pests from areas quarantined by the State or U.S. Department of Agriculture. Complete information may be obtained from the appropriate district office of the USDA Plant Protection Division.

GENERAL PROVISIONS

Any litigation arising under or related to the contract or the bidding or award thereof shall be instituted in the 17th Judicial District Court in and for the Parish of Lafourche, State of Louisiana.

107.02 Permits, Licenses, Taxes and Insurance: Contractors shall procure temporary permits and licenses for the work, pay charges, fees, and taxes, and give notices necessary to due and lawful prosecution of the work.

The Contractor shall maintain, at a minimum, the following insurance coverages:

(a) Workers Compensation in compliance with state law, with the exception that the Contractor's Employer liability is to be at least \$100,000 when work is to be over water and involves maritime exposures. For the coverage provided in this subpart the Contractor's Insurer will have no right of recovery or subrogation against the Owner.

(b) Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. The aggregate loss limit must be on a per project basis. This insurance shall include coverage for bodily injury and property damage, and include coverage for Premises-Operation; Broad form Contractual Liability; Products and Completed Operation; Use of Contractors and Subcontractors; Personal Injury; Broad form Property Damage; and Explosion, Collapse and Underground (XCU) coverage. The required combined single limit amount of insurance shall be as provided in Table 107-1.

(c) Business Automobile Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include bodily injury and property damage coverage for owned automobiles, hired automobiles and non-owned automobiles. The required combined single limit amount of insurance shall be as provided in Table 107-1 below.

Table 107-1

Insurance Requirements

Initial Contract Amount	Minimum Insurance
Up to \$1,000,000	\$1,000,000

The following shall be included as provisions in each policy:

(a) The insurance company (ies) issuing the policy (ies) shall have no recourse against the Owner or Engineer for payment of any premiums or for assessments under any form of the policy.

(b) Any and all deductibles in the above described insurance policy (ies) shall be assumed by and be at the sole risk of the Contractor.

Insurance is to be placed with insurance companies authorized in the State of Louisiana with an A. M. Best's rating of A-: VI or higher. This rating requirement may be waived for Workers Compensation coverage only.

Should any policies be canceled, the contractor shall immediately notify the Owner.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as required, this contract, at the election of the Owner, may be immediately declared suspended, discontinued or terminated. Failure of the

GENERAL PROVISIONS

Contractor to maintain any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification under Subsection 107.17.

The Contractor is responsible for requiring and verifying that all Subcontractors working on the project maintain appropriate types and levels of insurance coverage.

107.03 Reserved

107.04 Reserved

107.05 Federal Aid Participation: When the United States Government participates in the cost of the work covered by the contract, the work shall be under the supervision of the Owner, but subject to inspection and approval of the proper official of the United States Government, in accordance with applicable Federal Statutes, and rules and regulations pursuant thereto. Such inspection shall not make the Federal Government a party to the contract and will not interfere with the rights of either party thereunder.

107.06 Sanitary, Health and Safety Provisions: The Contractor shall not require any worker to work under conditions which are unsanitary, hazardous or dangerous to health or safety. The Contractor shall maintain the work in a sanitary, safe and nonhazardous condition.

The Contractor shall provide and maintain in a neat, sanitary condition, restrooms and other such accommodations for use of employees and the Owner personnel. Such facilities shall comply with requirements of the State and local Boards of Health or other bodies or tribunals having jurisdiction.

107.07 Public Convenience and Safety: The Contractor shall conduct the work to assure the least possible obstruction to traffic. The project site and haul route shall be kept reasonably free from dust and in such condition that the public can travel in safety.

When the roadway under construction is to be kept open for traffic, the subgrade and surfacing shall be kept reasonably free from dust and in such condition that the public can travel in safety. Safety and convenience of the general public and the residents along the work, and protection of persons and property, shall be a primary responsibility of the Contractor.

When the Contractor works at night, adequate artificial lighting shall be provided in accordance with Subsection 105.20. Signs, flaggers or other traffic controls shall be provided to protect workers, the work, and the traveling public. When such work affects traffic safety, the Contractor shall submit to the Engineer for approval a plan of lighting, signing, flagmen or other traffic controls. If the approved plan proves inadequate after work begins, the Contractor shall make such changes as directed. If the Engineer finds that the night work is so hazardous as to preclude the beginning or require the discontinuing of such work, the Contractor shall immediately cease all such operations.

107.08 Reserved

107.09 Navigable Waters and Wetlands: All work in, over, or adjacent to navigable waters or wetlands shall be conducted in accordance with rules and regulations of the U.S. Army Corps of Engineers and U.S. Coast Guard.

Navigable clearances on waterways shall not be infringed upon, and existing navigable depths shall not be impaired except as allowed by permits issued by the responsible agency.

The Owner will obtain a permit from the U.S. Coast Guard and U.S. Army Corps of Engineers relative to approval of construction plans for bridges, causeways, embankments, dredging, spoil disposal, etc., for work in navigable

GENERAL PROVISIONS

waters or wetlands. The Contractor will be furnished a copy of the permit and shall comply with all provisions and conditions of the permit. When required by permit, upon completion and before final acceptance of the project, the Contractor shall furnish the Engineer 8-by-10-inch color photographs of the bridge from abutment to abutment, two photographs looking upstream and two looking downstream. The prints shall be glossy finish, mounted on linen. These photographs will be furnished at no direct pay.

The Contractor shall prepare reproducible drawings complying with the standards of the U.S. Coast Guard and the U.S. Army Corps of Engineers showing falsework construction, test piles or other temporary pile driving operations, erection sequence, temporary navigational lighting, location of equipment and barges in the navigable limits and other drawing required by the permit agencies. Drawing sizes shall be 8-by-10 ½ inches with a 1-inch border on the top or short side. The drawings shall be submitted to the Engineer for approval and transmittal to the appropriate agency. Construction of falsework, test pile operations and erection or operation of construction equipment within the navigable limits shall not commence until drawings are approved.

The Contractor shall display lights on equipment operating, berthed or moored in navigable streams, and provide temporary navigational lighting on temporary and permanent construction in the navigable limits as required by the U.S. Coast Guard.

Should the Contractor sink, lose or throw overboard any material, machinery or equipment which may be dangerous to navigation, it shall be immediately removed or recovered. The Contractor shall give immediate notice of such obstruction to proper authorities and, if required, shall mark or buoy such obstruction until it is removed.

The Contractor shall not deposit excavated material into the waterway or wetland without a permit from the appropriate agency.

All operations in connection with the work shall be in accordance with permits, rules and regulations of the U.S. Army Corps of Engineers and the U.S. Coast Guard. Deviations therefrom shall be only by special permission or special permit which shall be the responsibility of the Contractor. Failure of the Contractor to become familiar with the terms, conditions and provisions of the permits, rules and regulations applicable to the work shall not relieve the Contractor of responsibility under the contract.

The Contractor shall conduct operations to cause minimum interference with marine operations. If such interference is necessary, the Contractor shall notify the Engineer, in writing, sufficiently in advance so that the Owner may obtain approval from the U.S. Coast Guard at least 3 weeks prior to said interference.

Copies of any special permits obtained by the Contractor shall be submitted immediately to the Engineer.

107.10 Barricades and Warning Signs: The Contractor shall provide, erect and maintain necessary barricades, suitable lights, danger signals, signs and other traffic control devices, including flaggers, and shall take all necessary precautions for protection of the work and safety of the public. Highways closed to traffic shall be protected by effective barricades. Suitable warning signs shall be provided to direct traffic.

The Contractor shall erect and maintain warning signs in advance of any place on the project where operations may interfere with traffic, and at intermediate points where new work crosses or coincides with an existing road.

Barricades, warning signs, lights, temporary signals and other protective devices shall conform to the details shown on the plans and the MUTCD.

107.11 Use of Explosives: Explosives shall not be used.

107.12 Preservation of Public and Private Property: The Contractor shall be responsible for preservation of public and private property and shall protect from disturbance and damage all land monuments, property line

GENERAL PROVISIONS

markers or horizontal and vertical control monuments such as those established by the United States Coast and Geodetic Survey, National Geodetic Survey, Louisiana Geodetic Survey, Louisiana DOTD, Corps of Engineers, United States Geological Survey.

Before removing and/or resetting any survey monuments, the Contractor shall give sufficient advanced written notice to the Engineer for coordination with the appropriate agency. The Contractor shall not disturb or move any such monument without approval. The Contractor shall give immediate written notice to the Engineer of damage to survey monuments. The Engineer will designate the location and manner in which these monuments are to be reset in accordance with current Owner procedures.

The Contractor shall be responsible for damage to property during the work due to any negligent act, omission or misconduct in executing the work, or due to defective work or materials. This responsibility will not end until final acceptance.

When damage is done to public or private property by the Contractor due to any negligent act, omission or misconduct in execution of the work, or in consequence of non-execution thereof by the Contractor, such property shall be restored at the Contractor's expense, to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding or otherwise acceptably restoring as directed, or make good such damage in an acceptable manner.

107.13 Forest Protection: In carrying out the work within or adjacent to State or National Forests, the Contractor shall comply with all regulations of the Department of Public Safety, Office of the State Fire Marshal, Department of Wildlife and Fisheries/Wildlife Division, and the Department of Agriculture and Forestry or other authority having jurisdiction governing protection of forests and performance of work within forests. The Contractor shall observe all sanitary laws and regulations with respect to performance work in forest areas. The Contractor shall keep the areas in an orderly condition, dispose of all refuse, obtain permits for construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks and other structures in accordance with requirements of the forest supervisor.

The Contractor shall take reasonable precaution to prevent and suppress forest fires and shall require employees and subcontractors, both independently and at the request of forest officials, to do all reasonable within their power to prevent and suppress forest fires and to notify a forest official at the earliest possible moment of the location and extent of any fire seen by them.

107.14 Environmental Protection: The Contractor shall comply with federal, state and local laws and regulations controlling pollution of the environment, including air, water and noise. The Contractor shall take precautions to prevent pollution of waters and wetlands with fuels, oils, asphalts, chemicals or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

Attention is directed to Section 204, Temporary Erosion Control of the Louisiana Standard Specifications for Roads and Bridges (2006 Edition).

The Contractor certifies under penalty of law that he understands and will abide by the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollution Discharge Elimination System (NPDES) General Permit that require the discharges from construction sites be managed to prevent pollutants from entering waters of the United States in accordance with The Environmental Protection Agency's (EPA) regulations for storm water discharges with respect to 33 U.S.C. § 1342 (Sections 402 (p) and 405 of Public Law 400-4).

The use of erosion control features or methods other than those in the contract shall be as directed.

The Storm Water Pollution Prevention Plan shall be comprised of all components specified in the U.S. Environmental Protection Agency document entitled, "Storm Water Management for Construction Activities", and

GENERAL PROVISIONS

shall include section 204, Temporary Erosion Control of the Louisiana Standard Specifications for Roads and Bridges (2006 Edition) along with applicable supplemental specifications, special provisions, and the plans.

Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals and other impoundments will be restricted to areas where it is necessary to perform filling or excavation to accomplish the work and areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, streams and impoundments shall be cleared of obstructions placed therein or caused by construction operations.

Frequent fording of streams with construction equipment will not be permitted.

No residue from dust collectors or washers shall be dumped into a stream.

Attention is further directed to the federal, state and local air pollution control programs and their rules and regulations regarding air pollution, especially open burning, fugitive dust and asphaltic concrete plant restrictions.

The Contractor shall maintain and operate equipment to minimize noise. Engines shall be equipped with properly functioning mufflers. The Contractor shall assure the activities near noise and vibration sensitive areas such as churches, hospitals and schools are not unduly disrupted.

107.15 Air Navigation: The Owner will obtain a permit (or a determination of no hazard to air navigation) from the FAA for all permanent structures. The Contractor will be furnished a copy of the permit, if requested. If the Contractor's equipment, falsework, etc. is classified as a hazard to aerial navigation, the Contractor shall prepare, on tracing cloth or approved reproducible medium, drawing complying with the FAA current requirements for temporary lighting for protection of aerial navigation. These drawings shall be submitted to the Engineer for review and transmittal to the FAA for approval. Operations in connection with the work for protection of aerial navigation shall be in accordance with the approved drawings and applicable federal regulations. Failure of the Contractor to be familiar with applicable rules and regulations of the FAA will not relieve the Contractor of responsibility under the contract.

107.16 Hazard Zones: If any portion of the work is determined to be within a known hazard zone, the presence of such hazards will be noted in the plans or project specifications to the extent that definite information can be obtained on these situations.

It shall be the responsibility of the Contractor to arrange and coordinate the work in the area with the agency or agencies concerned.

The Contractor shall obtain from the Owner and submit to the Engineer the Owner's Standard Release Form signed by the agency involved stating that the Contractor has satisfactorily discharged the obligations under terms of the arrangements. This form shall be submitted with the required signatures.

Failure of the Owner to determine the presence of all hazards and to so note in the plans or project specifications shall not relieve the Contractor from performing any required work.

107.17 Damage Claims: The Contractor shall indemnify the Owner, its officers and employees from all suits, actions or claims brought because of injuries or damage sustained by any person or property due to operations of the Contractor; due to negligence in safeguarding the work; or use of unacceptable materials in constructing the work; or any negligent act, omission or misconduct of the Contractor; or claims or amounts recovered from infringements of patent, trademark or copyright; or from claims or amounts arising or recovered under the Workmen's Compensation Act or other law, ordinance, order or decree; any money due the Contractor as considered necessary by the Owner for such purpose, may be retained for use of the Owner; or, in case no money is due, the surety bond may be held until such suits, actions, claims for injuries or damages have been settled and suitable evidence to that effect furnished to the Owner; except that money due the Contractor will not be withheld when the contractor

GENERAL PROVISIONS

produces satisfactory evidence that adequate Workman's Compensation, Public Liability, and Property Damage Insurance are in effect.

107.18 Opening Section to Traffic: Opening of sections of the work to traffic prior to completion of the entire contract may be desirable from a traffic service standpoint, or may be necessary due to conditions inherent in the work or by changes in the Contractor's work schedule, or may be required due to conditions or events unforeseen at the time of the contract. Such openings shall be made when directed and shall not constitute acceptance of the work nor a part thereof or a waiver of any provisions of the contract.

The plans or project specifications will specify, insofar as possible, which sections shall be opened prior to completion of the contract. On any section opened by order of the Engineer, when not specified, the Contractor will not be required to assume any expense entailed in maintaining the road for traffic. Such expense will be borne by the Owner or compensated for in accordance with Subsection 109.04. On portions of the project which are ordered to be opened for traffic, in the case of unforeseen necessity not the fault of the Contractor, compensation for additional expense to the Contractor and allowance of additional time for completion of other work on the opened portions of the project shall be as set forth in a change order mutually agreed on by the Engineer and the Contractor.

When the Contractor's progress is undesirably slow in completing shoulders, drainage structures or other features of the work, the Engineer may notify the Contractor in writing and establish therein a reasonable period of time in which the work is to be completed. If the Contractor fails to make a reasonable effort toward completion in this time period, the Engineer may order all or a section of the project opened to traffic. On such sections ordered to be opened, the Contractor shall conduct the remainder of construction operations to cause the least obstruction to traffic and shall not receive any added compensation due to the added cost of the work by reason of opening such section to traffic.

On any section opened to traffic under the foregoing conditions, whether specified in the contract or opened by necessity of the Contractor's operations or unforeseen necessity, any damage to the highway not attributable to traffic that occurs on such section (except slides) shall be repaired by the Contractor at no direct pay. Removal of slides shall be done by the Contractor on a basis agreed to prior to removal of such slide.

107.19 Reserved

107.20 Utility Property and Services: The Contractor's operations adjacent to properties of railway and utility companies or adjacent to other property, damage to which might result in considerable expense, loss or inconvenience, shall not commence until after all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with owners of utility lines in their removal and rearrangement, in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be minimized and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption of utility services due to accidental breakage or being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with such authority in restoration of service. If utility service is interrupted, continuous cooperation will be required until service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

107.21 Furnishing Right-of-Way: The Owner will be responsible for securing all necessary rights-of-way, servitudes and easements in advance of construction.

107.22 Personal Liability of Public Officials: In carrying out the provisions of these specifications, or in exercising any authority granted to them by the contract, there shall be no liability upon the Government or their

GENERAL PROVISIONS

authorized representatives, either personally or as officials of the Government, it being understood that in all such matters they act solely as representatives of the Government.

107.23 No Waiver of Legal Rights: Upon completion of the work, the Engineer will make final inspection and then notify the Contractor of acceptance within 30 calendar days. Such final acceptance shall not prevent the Owner from correcting any measurement, estimate or certificate made before or after completion of the work, nor shall the Owner be prevented from recovering from the Contractor or the surety, or both, such overpayment it may sustain by failure of the Contractor to fulfill obligations under the contract. A waiver by the Owner of any breach of any part of the contract shall not be a waiver of any other breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud or such mistakes as amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

107.24 Third Party Liability: It is agreed between the parties executing the contract that it is not intended by any provisions of the contract to create the public nor any member thereof a third party beneficiary hereunder, nor to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the contract.

107.25 Anti-trust Violations: By execution of the contract, the Contractor conveys to the Owner all rights, title and interest in and to all causes of action it may acquire under Federal and State anti-trust laws, relating to the goods or services purchased by the Owner pursuant to the contract.

107.26 Contractor's Payrolls: When predetermined minimum wage rates are included in the contract, the minimum wage determination shall be posted by the Contractor in a prominent and easily accessible place at the site of work.

On Federal-Aid Projects, the Contractor's payroll shall be in accordance with the project specifications.

107.27 Archeological and Historical Findings: If the Contractor encounters cultural artifacts or archeological or historical sites, operations shall be discontinued. The Engineer will contact the proper authorities in order that an appropriate assessment may be made to determine the disposition thereof and necessary actions relative to the site. When directed, the Contractor shall excavate the site to preserve the artifacts encountered. Such excavation will be paid for as extra work, including an appropriate adjustment in contract time. Borrow and muck disposal areas furnished by the Contractor will be subject to such assessment prior to use.

108. PROSECUTION AND PROGRESS

108.01 Subletting of Contract: The Contractor shall not sublet any portion of the contract, excluding material, without written consent, including work sublet to an authorized Disadvantaged Business Enterprise. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with the Contractor's own organization work amounting to at least 50 percent of the total contract cost. Any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of such may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with the Contractor's own organization.

A subcontractor shall not further subcontract to a third party any portion of this authorized work, except material, without written consent, including work sublet to an authorized Disadvantaged Business Enterprise.

No subcontract shall relieve the Contractor of liability under the contract and bonds.

GENERAL PROVISIONS

108.02 Commencement of Work: The “Notice to Proceed” will stipulate the date on which the Contractor shall begin work, which date shall be the beginning of contract time charges.

108.03 Reserved

108.04 Prosecution of Work: The Contractor shall provide sufficient materials, equipment and labor to complete the project in accordance with the plans and specifications within the contract time. If the completed work is behind the approved progress schedule, the Contractor shall take immediate steps to restore satisfactory progress and shall not transfer equipment or forces from uncompleted work without prior notice to, and approval of, the Engineer. Each item of work shall be prosecuted to completion without delay.

108.05 Limitation of Operations: The Contractor shall conduct the work in such manner and sequence to assure the least interference with traffic. The Contractor shall have due regard to the location of detours and provisions for handling traffic. The Contractor shall not begin new work to the prejudice of work already started. The Engineer may require the Contractor to finish a section on which work is in progress before starting on additional sections if the finishing of such section is essential to public convenience and safety.

108.06 Labor, Methods and Equipment: The Contractor shall employ sufficient labor and equipment to prosecute the work to completion in accordance with the contract.

Workers shall have sufficient skill and experience to properly perform the work.

Any representative of the Contractor or subcontractor who, in the opinion of the Engineer, does not perform in a skillful manner or is disorderly shall be, upon written request, immediately removed by the Contractor or subcontractor. A person removed shall not return to the work without written approval. If the Contractor fails to remove such a person or fails to furnish suitable and sufficient personnel to properly prosecute the work, the Engineer may suspend the work by written notice.

Equipment proposed for use in the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and produce a satisfactory quality of work. No damage to the roadway, adjacent property or other highways shall result from the use of equipment.

When methods and equipment are not specified, the Contractor may use any methods or equipment that will accomplish the work in conformity with the contract.

The Contractor may request permission to use a method or type of equipment other than specified in the contract. The request shall be in writing and shall include a description of the methods and equipment proposed and the reasons for requesting the change. If approval is given, it will be on the condition that the Contractor will be responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue use of the substituted method or equipment and shall complete the work with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality or take other corrective action as directed. No change will be made in payment for pay items involved or in contract time as a result of authorizing a change in methods or equipment.

108.07 Reserved

108.08 Reserved

GENERAL PROVISIONS

108.09 Default and Termination of Contract:

- (a) The Contractor will be in default if the Contractor:
- (1) Becomes insolvent or a petition is filed in the Bankruptcy Courts of the United States under Chapters 7 or 13 of the Bankruptcy Code naming the Contractor as debtor or conversion of a proceeding or petition from Chapter 11 to Chapter 7 of 13 of the Bankruptcy Code or seeks a forced respite under the laws of this State or similar debtor protection by courts of other states,
 - (2) Allows any final judgment to stand unsatisfied for a period of 14 calendar days,
 - (3) Makes an assignment or arranges for performance by others of all or part of the performance of the contract, other than by subletting pursuant to Subsection 108.01, without written approval and consent in advance of the Owner, and the surety in the case of an assignment of the entire contract, or makes an assignment of contract proceeds for the benefit of one or more creditors other than pursuant to a security interest in accordance with LRS 10:9-101, et seq., without prior written approval and consent of the Owner; any such purported assignment will not be honored without evidence of compliance with this subparagraph,
 - (4) Discontinues prosecution of the work,
 - (5) Fails to begin work within 10 calendar days of the “Notice to Proceed”,
 - (6) Fails to perform with sufficient workers, equipment or materials to assure prompt completion of the work,
 - (7) Performs the work unsuitably or neglects or refuses to remove materials, or replace or repair rejected work,
 - (8) Fails to resume discontinued work within 10 calendar days after notice to do so,
 - (9) Fails to perform the work in an acceptable manner, violates any provision in the contract, or fails to follow any federal, state or local laws pertaining to performance,
 - (10) Fails to follow federal, state or local laws, rules and regulations concerning construction safety and health standards or permits conditions upon the site of the work which are unsanitary, hazardous or dangerous to the health or safety of the Contractor’s workmen or the public, or
 - (11) Is a party to fraud.
- (b) The Owner will give written notice to the Contractor of the Owner’s determination that the Contractor is in default for any cause specified in this Subsection. The Owner may give notice to the Contractor of its intent to put the Contractor in default under this Subsection and specify a period of time in which the Contractor shall cure the deficiency or a notice of default will issue. Upon notice of default, the Owner will have authority, without violating the contract, to take prosecution of the work out of the hands of the Contractor.
- (c) The costs incurred by the Owner due to the Contractor’s default including attorney’s fees, or for completing the work under contract, will be deducted from any monies due or which may become due the Contractor. When this expense exceeds the sum which would have been payable under the contract, the Contractor and surety shall be liable and shall pay the Owner the amount of such excess.

GENERAL PROVISIONS

108.10 Termination of Contractor's Responsibility: The contract will be considered complete when all work has been satisfactorily completed, the final inspection made, and the work accepted by the Owner. The Contractor will then be released from further obligation except as set forth in Subsection 107.20.

108.11 Termination of Contract: The Owner may, by written notice, terminate the contract or any portion thereof when, for reasons beyond either the Owner's or Contractor's control, the Contractor is prevented from proceeding or completing the work as originally contracted, or when termination would be in the best interests of the public. Such reasons for termination may include, but will not be limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When a contract, or a portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the number or units or items of work completed at the contract unit price, or as mutually agreed for items of work partially completed or not started. No claim for loss of anticipated profits will be considered.

Reimbursement for organization of the work, and other overhead expenses (when not otherwise included in the contract), and moving equipment and materials to and from the project will be considered.

Acceptable materials obtained or ordered by the Contractor for the work that are not incorporated in the work shall, at the option of the Contractor, be purchased by the Owner at actual cost as shown by receipted bills and actual cost records at such points of delivery as designated.

Termination of a contract or a portion thereof, shall not relieve the Contractor of responsibility for the completed work, nor shall it relieve the surety of obligation for any just claim arising from the work performed.

109. MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities: All work completed under the contract will be measured according to United States standard measure.

The Engineer shall be the judge of the accuracy of measurements, or approximations made in lieu of accurate determinations and these decisions shall be binding upon both parties.

When project specifications or plans indicate that quantities for certain pay items have been computed with sufficient accuracy for payment, the pay quantities for those items will be the design quantities subject to the following adjustments. Design quantities will be adjusted if the Engineer makes changes to fit field conditions, if plan errors are proven, or if design changes are necessary.

When measurement of excavation and embankment is based on cubic yard (net section), the design quantities will be verified or revised in accordance with Owner's policy.

Longitudinal measurements for area computations will be made horizontally. Transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing.

Structures will be measured according to neat lines shown on the plans or as directed.

GENERAL PROVISIONS

Items measured by the linear foot, such as pipe culverts, underdrains, etc., will be measured parallel to the foundation upon which such structures are placed.

In computing volumes of excavations, the average end area method or other acceptable methods will be used.

Thickness of plates and galvanized sheet metal used in the manufacture of corrugated metal pipe and metal plate pipe culverts and arches will be measured in decimal fractions of inches.

When United States standard units are used, the pound or the ton will be the standard units of weight. The term "ton," in the United States standard, will mean the short ton of 2,000 pounds avoirdupois. Materials measured or proportioned by weight shall be weighed on approved scales by qualified personnel at designated locations. If material is shipped by rail, the car weight may be accepted provided the weight of material only will be paid for; however, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid by measured weight shall be weighted empty at such times as directed; and each truck shall bear a plainly legible identification mark.

Materials specified to be measured by volume in hauling vehicles shall be hauled in approved vehicles and will be measured therein at the point of delivery on the project. Vehicles may be of any acceptable size or type, provided the body is of such shape that the volume can be readily and accurately determined. Vehicles shall be loaded to at least a predetermined permanently fixed mark, which defines a known volume, upon arrival at the point of delivery. Vehicles will be measured in increments of 0.5 cubic yard, except that when tailgate spreaderboxes are used to place aggregate materials for asphaltic surface treatment, the volume of the spreaderbox will be added to the volume of the vehicle. When materials are measured by weight (mass) and converted to volume for payment, conversion will be made to the nearest 0.1 cubic yard.

Asphaltic materials will be measured by the gallon or by the ton. When specified, volumes of liquid asphaltic materials will be converted to gallons at 60°F in accordance with DOTD TR 321.

Net certified scale weights or weights based on certified volumes (in the case of shipments by rail, truck or other transport) will be used as a basis of measurement, subject to correction when material has been lost in transit, wasted or otherwise not incorporated in the work.

When asphaltic materials are shipped by truck or transport, net certified weights or volume, subject to correction for loss or foaming, may be used for computing quantities.

Portland cement will be measured by the ton.

Timber will be measured by the thousand feet board measure (MFBM) incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The terms "lump sum, each, or unit" when used as a unit of measure for payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit is specified as the unit of measurement, the unit of measurement will include the necessary fitting and accessories. Incidental work will not be measured for payment.

When standard manufactured items are specified, and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

GENERAL PROVISIONS

When conversion is necessary from United States standard units to International System of Units (SI units) or from SI units to U.S. Standard Units the guidelines, terminology, conversion factors, and rules for rounding in the Standard Metric Practice Guide, AASHTO R1 will be used.

109.02 Scope of Payment: The Contractor shall receive and accept compensation as provided in the contract as provided in the contract as full payment for furnishing materials and for performing work in an acceptable manner and for all risk, loss, damage or expense arising out of prosecution of the work subject to the provisions of Subsection 107.23.

When the “Payment” clause in the specifications relating to any unit price in the Schedule of Items requires that the said unit price be considered compensation for certain work, such work will not be measured nor payment made under any other pay item.

109.03 Compensation for Altered Quantities: When contract quantities are altered in accordance with Subsection 104.02, or when final quantities vary for other reasons from the quantities in the Schedule of Items, the Contractor shall accept as payment in full, payment at the contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement or loss of anticipated profits claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the pay item expenses of the Contractor for labor, materials, equipment, subcontractor costs, profits and overhead and subsequent loss of expected reimbursements therefore or for other cause.

109.04 Compensation for Alterations of the Contract: Payment for work performed in accordance with Subsection 104.02 and 105.19 will be first made at the contract’s established unit prices. If unit prices are not applicable, the second basis of payment will be negotiated prices agree to by change order prior to the start of the work. If an acceptable negotiated price cannot be established prior to the work being performed, the Owner may require the Contractor to perform the work on a “force account basis.”

(1) Unit Prices – When payments are made at the contract’s established unit prices, and the work requires a material change in construction method or sequence, adjustment to the unit prices for or against the Contractor shall be made in accordance with Subsections 104.02 and 109.03

(2) Negotiated Prices – The Owner’s objective is to compensate the Contractor using the same pricing formulas established in determining the original bid contract prices. Therefore, reasonable rates for labor burden, company owned equipment internal cost recovery rates, jobsite overhead items and rates, home office overhead and profit mark-up on direct costs, and other subjective pricing components established by the Contractor at the time the original contract bid prices were determined will also be used in determining the negotiated prices for the change order work. The change order authorizing the work shall include a detail cost breakdown showing direct labor, materials, equipment, and subcontractor costs, as well as each of the subjective pricing components listed above.

(3) Force Account – When “force account” is the method of payment, the Contractor shall be paid the direct cost of the work as determined and documented in Headings (a) through (g) below. Jobsite and home office overhead indirect expenses, and profit for all parties shall be considered fully compensated by a 15 percent mark-up on allowable direct cost items described in the Headings (a) through (d) below, and the mark-up on direct cost for the subcontractor and Contractor described in Heading (e) below. The Owner may consider additional reimbursement to the Contractor for indirect fixed jobsite overhead costs for excusable compensable delays as defined in Subsection 108.07(d) when the change order results in extension of the project’s critical work path and the 15 percent mark- up on direct costs is deemed by the Owner to be insufficient.

(a) Direct Labor: For labor and working foremen in direct charge of operations, the Contractor shall receive the wage rates agreed on in writing before beginning work for each hour that said labor and

GENERAL PROVISIONS

foremen are engaged in such work. Jobsite and home office supervisory personnel shall not be included as direct labor.

The Contractor shall receive the actual costs paid to, or in behalf of, workers for subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits when such amounts are required by collective bargaining agreement or other employment contract applicable to the classes of labor employed on the work, but limited to a maximum daily rate for subsistence and travel allowances. This maximum shall be agreed upon prior to the Contractor incurring such charges.

(b) Direct Materials: For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered to the work, including transportation charges and sales taxes if applicable.

(c) Equipment: For authorized machinery or special equipment the Contractor shall receive the rental rates agreed on in writing before such work is begun. For equipment rented from independent outside sources, the Contractor will be reimbursed the reasonable actual cost as shown on paid rental invoices. For company owned equipment, the Contractor will be reimbursed his internal cost recovery equipment charge rate consistent with his original bid cost estimates. The Department's Engineering Directives and Standards Manual, EDSM III.1.1.27, entitled Equipment Rental Rates, provides additional guidance concerning allowable equipment rental rates and their application. If the contractor chooses to use a rental rate guide book instead of his internal cost recovery rates to establish rental rates for company owned equipment, adjustments to the allowable type of equipment and hours per day must be made as described in the EDSM. In addition, no 15 percent mark up on equipment direct cost for jobsite and home office overhead expenses and profit will be allowed if the Contractor chooses to use rental rate guide book prices instead of his internal cost recovery rates.

(d) Bond, Insurance and Tax: For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, social security taxes, and bond costs on force account work, the Contractor shall receive the actual cost thereof. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance and tax.

(e) Subcontractor Costs: For change order work performed by an approved subcontractor, the subcontractor shall receive the subcontract's actual and reasonable allowable direct cost of such work as described in Headings (a) through (d) above plus a 15 percent mark-up on the subcontractor's indirect jobsite and home office overhead expenses and profit. In addition, the Contractor will be paid a 10 percent mark-up on the subcontractor's total direct and indirect costs, and profit for general supervision and sequencing of the change order work.

(f) Non-allowable Costs: No additional Contractor cost reimbursement will be made for general superintendence, small tools or craft specific tool allowances, or other direct or indirect costs not specifically included in Headings (a) through (e) above.

(g) Statements: No payment will be made for force account work until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such work detailed as follows:

- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (2) Designations, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- (3) Quantities of materials, prices and extensions.

GENERAL PROVISIONS

(4) Transportation of materials.

(5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes, and bond costs.

The Contractor's representative and the Engineer shall compare records of the cost of work done as ordered on a force account basis. Such comparison shall be made daily. Statements shall be accompanied by invoices for materials used and transportation charges. If materials used on force account work are not purchased for such work, but are taken from the Contractor's stock, in lieu of invoices, the Contractor shall furnish an itemized list of such materials showing that the quantity claimed was actually used, and that the price and transportation costs claimed represent the actual cost to the Contractor. Invoices shall be accompanied by the Contractor's notarized statement that payment in full has been made for the materials.

109.05 Partial Payments: Provided the work is prosecuted in accordance with the contract provisions and with satisfactory progress, the Engineer will make the first progress estimate within 2 months from the date indicated to begin work in the Notice to Proceed. The Engineer will determine the progress estimate date. Each successive progress estimate will be made on this same date of the month thereafter until completion of the contract. Each progress estimate will be an approximation of the value of work performed up to the date the estimate is made.

Monthly estimates will be approximate and subject to correction in subsequent estimates.

The Contractor will submit to the Engineer a partial payment estimate covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. The Engineer will, within ten days after receipt of each partial payment estimate, either indicate in writing approval of payment and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to ten (10) percent of payments for projects with total contract price of less than \$500,000 or five (5) percent of said estimate for projects with total contract price of \$500,000 or more.

In addition should defective work or material be discovered or reasonable doubt arise as to the integrity of any part of the work prior to final acceptance and payment, an amount will be deducted from subsequent payments equal in value to the defective or questioned work. Payment for this work will not be included in subsequent estimates until defects have been remedied or causes for doubt removed.

Payment of the monthly estimate shall not be taken as an admission that the work is done or that its quality is satisfactory, nor as a release of the Contractor from the responsibility for any portion thereof, but the whole work and all particulars relating thereto shall be subject to revision and adjustment by the Engineer at the time of final acceptance and payment of the final estimate.

109.06 Reserved

109.07 Reserved

109.08 Acceptance and Final Payment: Upon acceptance of the work, the Chief Engineer will execute a certificate that the work provided for in the contract has been completed and accepted under the terms of the contract. The Certificate of Acceptance will be recorded in the office of the Recorder of Mortgages of the Parish in which the work has been done. The entire balance due the Contractor, including the amounts withheld as retainage in accordance with Subsection 103.05, will be paid to the Contractor after the Owner has determined that quantities shown on the final estimate are correct; however, before payment of the final estimate, the Contractor shall submit

GENERAL PROVISIONS

to the Engineer a certificate from the Recorder of Mortgages of the parish in which the work has been done to the effect that there are no claims or liens recorded against the contract. The date of the certificate shall not be prior to the expiration of 45 calendar days, but shall be prior to the expiration of 90 calendar days, after the Certificate of Acceptance was recorded in the Mortgage Office.

Prior to payment of the final estimate, all releases or waivers on buildings, wells, utilities and railroads shall be furnished as well as any maintenance bonds, certificates from Health Department, tracings, brochures or other items required by the contract.

Payment of the final estimate shall not release the Contractor or sureties from liability for any fraud in construction, or in obtaining progress payments, or in payment for materials, labor or other supplies or services for the work, or for any claims for damages, loss or injury sustained by any person through the fault, negligence or conduct of the Contractor or any employees, agents, subcontractors suppliers or representatives.

SPECIAL PROVISIONS

150.01 Contract Activation: To all prospective bidder's, be advised that in the event the Corps of Engineers should offer their services prior to a hurricane landfall, the Owner may task them with the debris removal operations and we may not activate this contract. Should the Corps of Engineers offer their services after the contract is activated, at that time, the Owner may accept the Corps of Engineers offer and this contract may be cancelled within seventy-two (72) hours after written notification from the Owner.

150.02 Qualifications:

(a) General: The Owner will determine whether the bidder is qualified to perform the services being contracted based upon their bid demonstrating satisfactory experience and capability in the work area. The bidder shall identify necessary experienced personnel and facilities to support the activities associated with this bid.

(b) Qualifications of Key Personnel: Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise accepted by the Owner. Where Owner registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

(c) Authorized to Do Business in the State of Louisiana: Companies submitting bids must be authorized to do business in the State of Louisiana. Such authorization shall be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract.

(d) Licensed to Conduct Business in the State of Louisiana: If the business being provided requires that individuals be licensed by the State of Louisiana or Lafourche Parish, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to the intended award of the contract.

150.03 Unauthorized Aliens: The employment of unauthorized aliens by any contractor is considered a violation of Section 274 (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

150.04 Length of Services: The performance period of this Agreement shall commence upon execution of the contract and shall continue for a period of one (1) year. The Agreement may be renewed annually, up to a maximum of three (3) consecutive years. Any renewal will be mutually agreed to in writing by the Owner and Vendor, subject to the same terms and conditions set forth in the Agreement.

150.05 Bid Requirements:

(a) Technical Bid: The bidder shall provide a management plan which describes administration, management and key personnel and other pertinent information listed below.

(b) Team Organization, Management, and General Qualifications: Multiple firm or joint venture teams should clearly identify the roles and responsibilities of the proposed participants. Team and project management structure should be documented. The principle within the prime firm responsible for the project should be identified and a statement presented that those persons would not be substituted without the express permission of the Owner.

(c) Work Plan: Firms submitting a bid should demonstrate their understanding of the scope of services required for emergency disaster assistance; understands how these services effect the community and the economic impact; understanding the need to work with Owner officials and the community; and the

SPECIAL PROVISIONS

willingness to design the best response plan to meet the Owner's needs in the event of a disaster.

(d) Individual Qualifications: Firms should submit the resumes of key personnel to be involved in the contract. Firms should specifically identify the lead personnel on the project and his/her qualifications. Describe the qualifications and experience of key personnel that will provide these services including demonstrated knowledge and understanding of the types of services to be performed; previous experience in similar or related work; local codes, laws and regulation governing the work, especially any business relationships with FEMA representatives. Also list the position titles and the number of support personnel available that will work on this contract.

(e) Experience and References: Provide information indicative of experience of other projects of similar complexity that documents successful and reliable experience in past performance within the last five (5) years, as it relates to this proposal. A reference list for each firm is required, to demonstrate the company's long-term commitment and investment in the emergency disaster services field; including a current list of clients, type of contract and dollar amount, including name, project, and telephone number.

The proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services, to at least one agency similar in size and complexity to that of the Owner.

The Contractor's company should be currently engaged in emergency disaster services on a full-time basis, year-round, for a minimum of five (5) years, with dedicated management and administrative support staff, including housed employees and company-owned equipment. The Contractor may supplement in-house resources with private individuals or companies; however, he/she must use 30% of its own employees. The Contractor shall have the financial strength to assume extensive and large expenditures.

(f) Managerial Capabilities: Show evidence of the company's ability to manage tasks simultaneously and expeditiously, especially if the company has additional contracts for service in other areas of the state or country; approach to problem/task resolution; and teamwork.

(g) Services to be provided: The bidder shall provide a detailed list of all of the services that the company is able to provide and explain how these services will be accomplished. Please include a guaranteed response time in this portion of the submittal.

(h) Current Commitments: The bidder will list all current contractual obligations regarding debris removal services for all clients in Louisiana.

150.06 Proposal Evaluation Process: A Technical review Team will be established to review and evaluate each proposal submitted in response to the advertisement for bids. The Technical Review Team will be comprised of at least three persons with background, experience, and or professional credentials in relative service areas. The members comprising the Technical Review Team will each receive a copy of the proposal submitted and will independently evaluate the proposal based on the criteria established in the section Below "Criteria for Evaluation" in order to ensure that proposals are uniformly rated. The Technical Review Team will assign points to the proposal. Proposing firms must attain a score of seventy (70) points or higher on the Technical Proposal to be considered responsive.

150.07 Price Bid: The bidder shall complete the bid form and submit as part of the total bid package. Any bid in which this form is not used or in which the form is improperly executed may be considered non-responsive and the bid will be subject to rejection. The vendor's completed form shall become part of the contract upon award of the contract.

SPECIAL PROVISIONS

150.08 Criteria for Evaluation of Technical Proposal: Proposals will be evaluated and graded in accordance with the criteria detailed below. The evaluation is based on a 100 point scale.

Technical evaluation is the process of reviewing the Bidder's Executive Summary, Management Plan, Technical Plan, Work Plan for understanding of the project, qualifications, approach and capabilities, and to assure a quality product.

The following point system is established for scoring the technical proposals:

	<u>Point Value</u>
1. Executive Summary	20
2. Management Plan	25
Administration and Management	(15)
Identification of Key Personnel	(10)
3. Technical Plan	25
Technical Approach	(10)
Quality Management/Training	(15)
4. Work Plan	25
5. Current Commitments	5

150.09 Scope of Work:

(a) General: This statement of work describes and defines the services which are required for the execution of Emergency Debris Removal Services from roadways and right-of-ways (ROW) within the Owner facility. The successful Vendor to whom this contract is awarded shall provide all services (**on an as needed basis**) described herein as well as any other necessary services not listed, which may be required, in order to complete the project.

Services shall include, but not be limited to, field operations; debris pick up (vegetative, C&D, hazardous); debris hauling and removal; debris staging, reduction and/or recycling; temporary debris storage site management; debris disposal; debris management; demolition work; tree trimming and/or removal; sand removal from roads, streets and ROW.

All debris and waste management services shall be in accordance with all applicable federal, state and environmental laws and regulations. The Vendor shall, at all times, be in compliance with all FEMA regulations and requirements.

It is the responsibility of the Vendor to whom this contract is awarded to provide the following to its personnel, subcontractor and its personnel; Communications, Life Support (housing and sustenance), fuel and gas, special needs (security, food service, laundry service, charter aircraft, etc.), mobile command center and any other supplies that may be deemed necessary.

The Vendor shall provide technical guidance and consultation before, during and after the disaster event. Vendor shall provide administrative support for contracted operations, on-site management staff to work with Owner officials, field supervisors, operators, drivers and laborers, along with appropriate vehicles, equipment and tools to ensure a successful recovery operation.

SPECIAL PROVISIONS

The vendor to whom this contract is awarded will be required to come to Port Fourchon within 10 days of contract award, obtain copies of the port maps and prepare a pre-hurricane survey. Vendor will be required to compose a plan describing what they will do; how they will do it; and a time table - when they will do it. The plan will be due 30 days after the initial visit to Port Fourchon. The vendor to whom this contract is awarded will be required to participate in a pre-planning workshop if needed, or requested by the Owner.

Roads will be identified by the Owner and direction given to the Vendor as to which roads and limits the Vendor will be responsible. The Owner reserves the right to add or delete roadway segments at the direction of the debris removal Project Manager at no additional cost to the Owner. The Owner, at its sole discretion, may elect to perform work with in-house forces or additional contract forces at any time throughout the debris operations.

The Prime Vendor is required to perform at least 30% of the work with its own forces.

The prime Vendor may be called upon throughout the year to render services to assist the Owner with special needs events for other than full-scale disasters.

Work will begin upon written authorization by the Owner. No guarantee of minimum or maximum amounts per bid item is made by the Owner under this contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities.

The Owner, at its sole discretion, may award one or more contracts based on the proposals received and the impact of natural disasters encountered. If more than one award is made, such award will be to the highest (points) proposer, and then to the next highest bidder(s) based on availability of the bidders and the bidder's ability to satisfy the needs of the Owner at the time contracted.

(b) Services Provided by the Vendor:

(1) Field Operations: The following listed services shall be performed by the Vendor in the presence of the Owner's personnel or their designated representative:

a. Within eighteen (18) hours of notification by the Owner, the Vendor will have a representative on site at the Port's Emergency Operations Center (prior to hurricane landfall). The representative is required to be onsite to preplan events. Once the Vendor has assessed the damage, he/she will have a sufficient number of crews mobilized and ready to work within twenty-four (24) hours after hurricane landfall and/or notification from the representative. These hours may only be extended by written authorization from the Owner. Work crews will be expected to work daylight hours, seven days a week as necessary.

b. Provide labor, equipment and materials necessary to perform the "first pass" and all subsequent passes directed by the Owner. "First Pass" is defined as removing all debris on the affected roadways and within the right-of-ways as directed and authorized by the Owner and/or their designated representative. The work associated with "first pass" and subsequent passes, includes but is not limited to: cutting fallen vegetative debris; removing stumps, leaning trees, and dangerous hanging limbs; removing debris from drainage structures, ditches and canals; picking up and loading vegetative and construction & demolition (C&D) debris; hauling materials to a Temporary Debris Staging and Reduction Site (TDSRS); volume reduction at the TDSRS; and final hauling to an appropriate disposal site (landfill, recycling facility, or "waste-to energy" facility).

SPECIAL PROVISIONS

- c.** Once road priorities are established by the Owner or its representative, crews shall be required to complete entire sectors and/or corridors prior to moving on to other areas. No assigned streets should be bypassed based on quantity of debris alone.
- d.** Provide labor, equipment and materials necessary to remove/extract all hazardous stumps authorized by the Owner and/or its designated representative. Stump removal operations shall be in accordance with FHWA and FEMA guidelines. Stumps requiring extraction and pre-identified by the Owner or its representative, will be compensated at the each price. Price quoted is to include extraction, transport and disposal, and filling the cavity that remains. Free standing stumps on the right-of-way, and all stumps less than 24" will be compensated at the tonnage price. Grinding of stumps after the tree has been cut flush at the ground level is not eligible for payment (<50% of rootball exposed). Stumps with more than 50% of the rootball exposed are to be extracted (Refer to FEMA guidelines). Only the minimum amount of work necessary to remove the hazard is eligible for payment. Pruning, maintenance trimming and landscaping are not eligible for payment.
- e.** Provide traffic control, to include off-duty law enforcement as needed.
- f.** Comply with the Owner regarding restrictions of work hours (school zones, peak hours, residential zones).
- g.** Ensure all contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- h.** Coordinate with utility companies, as required, to permit safe removal of debris.
- i.** Provide a means for the Owner and/or their representative to measure and certify all trucks. It will be the responsibility of the Vendor to ensure all TDSRS's be equipped with at least one tower at each ingress/egress point from which monitors can safely view contents on each load and determine capacities of each load entering and exiting the TDSRS.
- j.** Remove leaning trees and hanging limbs >2" only when directed by the Owner or their representative. Leaner and hanger removal operations shall be in accordance with FHWA and FEMA guidelines. Damaged trees and exposed roots are to be removed to ground level, unless stump extraction is authorized by the Owner or its representative.
- k.** Fill any holes left by removed leaning trees or stumps. The cost of borrow required for fill will be included in the cost of bid items. 60/40 dirt or sand material will be used to fill holes.
- l.** Provide hot spot crews to respond to hazardous debris conditions the same day as directed by the Owner or its representative.
- m.** Ensure all contractor and subcontractor personnel have and utilize protective safety gear in accordance with OSHA and/or FEMA requirements and company safety policies - whichever policy is more stringent.
- n.** Sand, mud or dirt contaminated with any hazardous waste shall be left for the hazardous materials contractor.
- o.** No private or outside debris removal work relating to the Owner's debris removal operation is permitted. Work conducted on private property will not be paid for unless the contractor receives

SPECIAL PROVISIONS

in writing (from the Owner) permission to do so.

p. All trucks must have the capability of being mechanically loaded and all loads should be covered.

q. Attend weekly status/planning meetings with the Owner, or as directed by the Owner.

(2) Staging and Reduction:

a. The Owner has established an initial TDSRS within the port facility. If necessary, the Vendor must open additional TDSRS's with the approval of the Owner. The Vendor will be required to manage and restore (including soil analysis prior to TDSRS activity and upon commencement of activity) all TDSRS's used in the debris removal operations to original condition. TDSRS's must be constructed and maintained in compliance with FEMA rules, regulations and guidelines.

Each TDSRS should have the capability of mulching, grinding and burning. HHW (hazardous household waste) is to be segregated from all other debris.

Special care is needed to locate certified recycling center permitted to take white goods. Refrigerants and other machine fluids can only be reclaimed by certified technicians. To avoid the release of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on the trucks or by using lifting equipment that will not damage the elements that contain the refrigerant or the oils.

The Vendor will be responsible for obtaining all necessary clearances, permits, and licenses to operate the site and submit Site Plans to the Owner, complete with Site Safety and/or Accident Prevention Plans, Traffic Control Plan, and/or Fire prevention Plan.

b. The TDSRS should be fully operational within seventy-two (72) hours of commencement of construction activities and be complete with ingress/egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

c. Provide, operate and maintain equipment for debris reduction and segregation at the TDSRS's. Maintain segregation of debris.

d. Reduced hazardous stumps that are hauled at the each price will be kept separate from other vegetative reductions. This will ensure that only the tipping fees will be compensated for, above and beyond the unit price.

e. Reduction of debris will commence within seven (7) days and hauling out of reduced debris for final disposal shall commence within three weeks after accepting loads at any TDSRS.

f. Reduce and dispose of any vegetative debris hauled by Owner crews or other government agencies to the TDSRS's as directed by the Owner.

g. Whenever possible, C&D debris shall be hauled directly to a licensed Louisiana Environmental Protection Agency (EPA) disposal facility. Tipping fees shall be reimbursed at cost, no markup allowed.

h. Whenever possible, all debris will be recycled and proceeds given to the Owner. Documentation of the sale of recycled goods must be provided to the Owner by the Vendor.

SPECIAL PROVISIONS

(3) Administration and Paperwork:

- a. With each invoice submitted for payment, include a certification Disbursement of Previous Periodic Payment to subcontractors and the amount paid to all subcontractors performing work under this contract to date.
- b. The Vendor shall be responsible for the preparation of all invoices in a format acceptable to the Owner and in accordance with federal, state and local rules, regulations and laws. Invoices must be submitted in electronic format, in a database program compatible with Excel. Invoices shall include original receipts and all backup necessary to support the quantities and amounts invoiced.

(4) Restoration of TDSRS:

- a. Final restoration of the landscape must be acceptable to the landowner, but within reasonable expectations. Therefore, plan the landscape restoration as early as possible, preferably incorporating provisions within the lease.

150.10 Indemnity:

Greater Lafourche Port Commission (“Owner”) shall not be responsible for damage of any kind to any person or property sustained in connection with any work performed under this Contract or the Project.

Contractor further assumes and agrees to defend, indemnify, release and hold Owner and lessees of any Work Area and all Commissioners, employees, officers, and agents of the foregoing (collectively, “Indemnified Parties”) harmless from and against any loss, damage, liability, cost, expense (including fines), penalties, punitive damages and reasonable attorney's fees, on account of death of or injuries to persons, damage to property of others, or violation of any law or regulation, including costs and expenses incident thereto, arising wholly or in part from or in connection with the Contract, any work performed thereunder or the Project representatives regardless of the fault, partial negligence, sole negligence and/or strict liability of any or all of the Indemnified Parties or any of them individually. In the event any administrative charge, proceeding, investigation, or suit is brought against any or all of the Indemnified Parties to recover for or on the account of any such damage, injury or death, Contractor will, at the request of any or all of the Indemnified Parties, appear and defend said suit at Contractor’s sole cost and expense, including provision of any appeal bond, and will pay any judgment that may be entered against any or all of the Indemnified Parties therein when said suit is finally determined.

APPENDIX A

NON COLLUSION DECLARATION

NON COLLUSION DECLARATION

A sworn statement shall be submitted in the form of an affidavit as indicated below, executed and sworn to by the bidder before persons authorized by laws of the State to administer oaths. The original of such sworn statement shall be submitted with the bid.

Affidavit

Name of Project: Emergency Storm Debris Removal

Bidder's Name: _____

certifies:

- (1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant, and

- (2) That no part of the contract price received by affiant was paid or 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 affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

Signed _____ Parish or County _____

By _____ State of _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20 _____.

My Commission expires the _____ day of _____, 20 _____.

Notary Public

APPENDIX B

SITE MAP

(Site will be determined at time of Notice to Proceed)

SITE MAP NO. 1



AI Number: 231013
(TDSRS) Temporary Debris Staging and Reduction Site

129 17th Street, Golden Meadow, LA 70357
Lat: 29.1187 and Long: -90.2045

SITE MAP NO. 2



AI NUMBER: 198778 / PEDS0420
(TDSRS) Temporary Debris Staging and Reduction Site

221 Flotation Canal Road, Golden Meadow, LA 70357
Lat: 29.0900 and Long: -90.1127

APPENDIX C

Attestations Affidavit

Name of Project

Project No.

STATE OF _____

PARISH OF _____

ATTESTATIONS AFFIDAVIT

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- | | |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, 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:

- | | |
|--|--|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record
(R.S.14:67.20) | (h) Contractors; misapplication of
payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14:134) |
| (e) Issuing worthless checks
(R.S. 14:71) | |

LA. R.S. 38:2224 PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR

A. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

B. That no part of the contract price received by affiant was paid or 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 affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

Name of Project

Project No.

LA. R.S. 38:2212.10 Verification of Employees

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during 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.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

LA. R.S. 38:2216.1 and LA.R.S. 39:1602.2 Certification Regarding Firearm Entities and Trade Associations

- A. Contractor hereby warrants and verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association; and
- B. Contractor hereby warrants and verifies that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER/AFFIANT**

Sworn to and subscribed before me by Affiant on the _____ day of _____, 20____ .

Notary Public

APPENDIX D
Contract Agreement

AGREEMENT

This AGREEMENT is by and between the GREATER LAFOURCHE PORT COMMISSION, a political subdivision of the State of Louisiana domiciled at 16829 East Main Street, Cut Off, Louisiana 70345 (hereinafter called "Owner," "GLPC" or "Port") and _____, a _____ company registered to conduct business in Louisiana with its registered office at _____ (hereinafter called "Contractor")

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.1 Upon request of Owner, Contractor shall provide all materials, equipment and labor and perform the work required to complete in a thorough and workmanlike manner, to the satisfaction of the Owner, the removal and proper disposal of vegetative, C&D and/or hazardous material debris in and around Port Fourchon in accordance with the General Provisions, Special Provisions and Addenda attached hereto as Ex. A; Contractor's proposal dated _____ entitled "Emergency Storm Debris Removal" (the Proposal) attached hereto as Ex. B, and the federal provisions attached hereto as Ex. C. All services provided hereunder are sometimes collectively referenced hereinafter as the "Work."
- 1.2 Any sites accessed for performance of the Work hereunder are sometimes referenced individually or collectively as "Work Site" or "Work Sites."
- 1.3 Contractor shall complete all Work to the best of Contractor's ability, which shall be no less than a good, workmanlike manner in accordance with generally accepted methods and procedures.

ARTICLE 2 – CONTRACT TIME

- 2.1 The performance period of this Agreement shall commence upon execution of the contract and shall continue for a period of one (1) year. The Agreement may be renewed annually, up to a maximum of three (3) consecutive years. Any renewal will be mutually agreed to in writing by the Port and Contractor, subject to the same terms and conditions set forth in the Agreement.
- 2.2 Upon issuance of a Notice to Proceed from the Owner, the Work shall be completed within a reasonable time mutually agreed upon by Owner and Contractor (the "Term"). Completion of the Work prior to the expiration of the Term is of the essence to the Contract. Contractor specifically understands that failure to timely perform the Work may result in a loss of third-party funding to Owner on account of the Work.

ARTICLE 3 – CONTRACT PRICE

- 3.1 Contractor shall be compensated at the rates set forth in the Proposal subject to a "not to exceed" maximum amount of _____ dollars (\$_____).

- 3.2 Owner is exempt from the payment of certain taxes. As such, all amounts payable hereunder are exclusive of all sales taxes, withholding taxes, value added taxes, use taxes or other taxes relating to the Work, and, upon request, Owner shall provide proper documentation to that effect for use by Contractor for the tax-exempt purchase of all equipment, materials and supplies necessary for completion of the Work.
- 3.3 Payment shall be due from the Owner to the Contractor within fifteen (15) days of the regular meeting of the Greater Lafourche Port Commission immediately following receipt of the invoice. For any amounts more than sixty (60) days overdue, Contractor shall have the right to suspend its provision of the Contractor Services until such payment is received.

ARTICLE 4 - INDEMNITY AND INSURANCE

- 4.1 Contractor has thoroughly inspected and hereby accepts the Work Sites in their present conditions, respectively. Port shall not be responsible for damage of any kind to any person or property upon the Work Site or Work Sites, arising from the use of the Work Site(s). Contractor further assumes and agrees to release, acquit, defend, indemnify and hold Owner and lessees of any Work Site and all Commissioners, employees, officers, and agents of the foregoing (collectively, "Indemnified Parties") harmless against any loss, damage, liability, cost, expense (including fines), penalties, punitive damages and reasonable attorney fees, on account of death of or injuries to persons, damage to property of others, or violation of any law or regulation, including costs and expenses incident thereto, arising wholly or in part from or in connection with the performance of the Work and/or use of the Work Site(s) by Contractor, its employees, invitees, subcontractors, or occupants, agents, and representatives regardless of the fault, partial negligence, sole negligence and/or strict liability of any or all of the Indemnified Parties. In the event any administrative charge, proceeding, investigation, or suit is brought against any or all of the Indemnified Parties to recover for or on the account of any such damage, injury or death, Contractor will, at the request of any or all of the Indemnified Parties, appear and defend said suit at Contractor's sole cost and expense, including provision of any appeal bond, and will pay any judgment that may be entered against any or all of the Indemnified Parties therein when said suit is finally determined.
- 4.2 At all times during the performance of the Work, Contractor shall carry and require each of its subcontractors to carry bodily injury and property damage insurance, free of cost to Owner, to protect the parties of this Agreement in keeping with and to the extent of the indemnity obligation stated herein, and in accordance with the minimum specifications set forth as follows:
- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$1,000,000 in the aggregate for bodily injury, personal injury, and property damage;

- (b) Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage, including coverage for hired and/or non-owned automobiles; and
- (c) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage, except that Employer's liability limit is to be \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, \$1,000,000 disease policy limit, including all maritime exposure;
- (d) Professional Liability: Coverage shall be maintained at a minimum of half the value of the Project throughout the duration of the project and for at least 5 years following the completion of the project unless a written waiver is granted by OWNER.

The policies listed above shall name Indemnified Parties as additional insured's and provide waivers of subrogation in favor of the Indemnified Parties with respect to liability arising out of operations performed for them by or on behalf of Contractor, but only to the extent of damages caused by the negligence of Contractor, and provide full waiver of subrogation of any and all claims in favor of the Indemnified Parties. Furthermore, all policies of insurance required above shall provide that there be no cancellation, termination, or reduction of coverage without providing thirty (30) days prior written notice to the Port.

Immediately upon executing this Agreement, Contractor shall furnish to Owner evidence of insurance that meets the minimum requirements specified above and shall require its subcontractors to furnish it with satisfactory evidence of such insurance prior to the respective subcontractor's performance of any portion of the Work.

ARTICLE 5 – TERMINATION FOR CAUSE OR CONVENIENCE

- 5.1 Owner may terminate this Agreement for convenience provided it gives Contractor thirty (30) days written notice.
- 5.2 Upon failure by the opposite party to perform obligations under this Agreement, either Owner or Contractor may provide said party with a written notice of default. The defaulting party shall have thirty (30) days from receipt of notice of default to either cure the default or, if the default is of a nature where it cannot be cured within thirty (30) days, to commence performance towards curing default and prosecuting same diligently until the default is cured. Should the defaulting party fail to timely cure the default, the other party may terminate this Agreement for cause immediately.
- 5.3 Should this Agreement be terminated under 5.1 or 5.2 above, Contractor shall be compensated at the rates set forth in the Proposal for the portion of the Work completed.

ARTICLE 6 – FEDERAL FUNDING

6.1 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Work. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to those set forth in Ex. C.

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

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

GREATER LAFOURCHE PORT COMMISSION

By: _____

By: _____

Chett C. Chiasson, Executive Director

[CORPORATE SEAL]

[CORPORATE SEAL]

Address for giving notices:

Address for giving notices:

16829 East Main Street

Cut Off, LA 70345

APPENDIX E
Federal Contract Clauses

**Greater Lafourche Port Commission
Exhibit C - Federal Contract Clauses**

Page 1 of 11

Owner (Greater Lafourche Port Commission) intends to pursue reimbursement of eligible Project costs from the Federal Agency; therefore this Agreement is subject to compliance by Contractor with all applicable federal contract clauses, including but not limited to, the following:

1. Remedies

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.

2. Termination for Cause and Convenience

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and / or delivery dates within the time specified in the procurement solicitation, contract, and / or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and / or the procurement solicitations. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factor such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

3. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Owner encourages participation from small, minority-owned, women-owned, and labor surplus area business. Incorporation of these types of firms into the project team is encouraged. Additionally, prime contracts are required, if subcontracts are to be let, to take the following affirmative steps 1 through 5 of this section.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

Greater Lafourche Port Commission Exhibit C - Federal Contract Clauses

Page 2 of 11

- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

4. Contract Work Hours and Safety Standards Act

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Greater Lafourche Port Commission Exhibit C - Federal Contract Clauses

Page 3 of 11

5. Clean Water Act & Federal Water Pollution Control Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq.

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal Agency.

6. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal Agency.

7. Energy Efficiency

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

8. Suspension and Debarment

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Greater Lafourche Port Commission Exhibit C - Federal Contract Clauses

Page 4 of 11

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into to the extent set forth elsewhere in this contract. This certification is a material representation of fact relied upon by Owner. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

9. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

10. Record Retention, Record Ownership, & Access to Records

The Contractor shall maintain all records in relation to this Agreement for a period of at least five (5) years after final payment.

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Owner and shall, upon request, be returned by Contractor to Owner, at Contractor's expense, at termination or expiration of this contract. Contractor agrees to allow the Owner access to Contractor's records.

11. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Equal Employment Opportunity

Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with the statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

**Greater Lafourche Port Commission
Exhibit C - Federal Contract Clauses**

Page 5 of 11

Pursuant to 2 C.F.R. Part 200, Appendix II, C, the contract must include *all* clauses from 41 C.F.R. § 60-1.4(b). These are:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.*
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

**Greater Lafourche Port Commission
Exhibit C - Federal Contract Clauses**

Page 6 of 11

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Greater Lafourche Port Commission Exhibit C - Federal Contract Clauses

Page 7 of 11

13. Procurement of Recovered Materials

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. Access to Records

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide Owner, the Federal Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the Federal Agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Agency Administrator or the Comptroller General of the United States.

15. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Agency pre-approval.

16. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that Federal Agency financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Federal Agency policies, procedures, and directives.

Greater Lafourche Port Commission Exhibit C - Federal Contract Clauses

Page 8 of 11

17. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

19. Byrd Anti-Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Sample certification is attached on following page.

20. Domestic Preferences for Procurements

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Federal Agency Policy 405-143-1, Prohibitions on Expending Federal Agency Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

**Greater Lafourche Port Commission
Exhibit C - Federal Contract Clauses**

Page 9 of 11

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

**Greater Lafourche Port Commission
Exhibit C - Federal Contract Clauses**

Page 10 of 11

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

22. License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the Greater Lafourche Port Commission a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify 75 See 17 U.S.C. § 102. Contract Provisions Guide 35 such data and grant to the Greater Lafourche Port Commission or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Greater Lafourche Port Commission data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Greater Lafourche Port Commission.

**Greater Lafourche Port Commission
Exhibit C - Federal Contract Clauses**

BYRD ANTI-LOBBYING CERTIFICATION

RE: PROJECT NAME / NUMBER: _____

**Byrd Anti-Lobbying Certification
for Contracts, Grants, Loans, and Cooperative Agreements
(To be executed with Agreement if Contract Sum exceeds \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date