

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT



REQUEST FOR PROPOSALS (RFP)
YEARLY MAINTENANCE SERVICE CONTRACT
#22-1/9-57

October 2022

INSTRUCTIONS TO PROPOSERS

PART I: INTRODUCTORY MATERIAL: The Terrebonne Parish Consolidated Government (TPCG) is requesting proposals from qualified Contractors to provide repair, service and/or maintenance work to existing public works as required by TPCG being available twenty-four (24) hours per day, every day during the term of the contract. Such work may include, but is not limited to line repairs, paving, sewer, gas, water, sewerage pump station, drainage pump station, maintenance and any other requirements as identified by TPCG.

Although requirements may vary, the Contractor must be prepared to provide any and all material, labor and equipment within four (4) weeks of notification to the job site as directed. The contractor must be prepared to provide any and all material, labor and equipment within four (4) hours of notification of an emergency by the Owner. Should Contractor fail to meet these response times, Terrebonne Parish Consolidated Government may choose to give that particular job to another contractor and/or Terrebonne Parish Consolidated Government may consider this a violation of the contract and may be grounds for voiding the contract. Some emergency situations may occur when the contractor will have to give an immediate response to job requests by the Owner. The Owner is designated as the Terrebonne Parish Consolidated Government, Post Office Box 2768, Houma, Louisiana - 70361.

1.1 Schedule of Events

	DATE	TIME
1. RFP posted to TPCG website and blackout period begins	10/19/2022	8:30am
2. Deadline to receive written inquiries	11/4/2022	11:00am
3. Deadline to answer written inquiries	11/14/2022	11:00am
4. Proposal Opening Date	11/17/2022	11:00am
5. Oral discussions with Proposers, if applicable	TBD	
6. Notice of Intent to Award to be mailed	TBD	
7. Contract Initiation	TBD	

NOTE: The TPCG reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

PART II: ADMINISTRATIVE: INSTRUCTIONS & RESPONSIBILITIES:

2.1 Proposal Submittal Instructions: This RFP is available in electronic form at the TPCG website http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities. It will be available in PDF format or in printed form by submitting a written request to Sharon Ellis, Purchasing Manager at sellis@tpcg.org.

It is the Proposer's responsibility to check the TPCG's website frequently for any possible addenda that may be issued. The TPCG is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received in hard copy (printed) form by the TPCG Purchasing Division no later than the date and time shown in the Invitation to Proposers. Fax or email submissions are not acceptable.

Important -- Clearly mark the outside of envelope, box or package with the following information and in the following format:

- Proposal Title: **#22-1/9-57 Yearly Maintenance Service Contract**
- Proposal Opening Date and Time: November 17, 2022, at 2:00 PM CST
- Company Name
- Company Address

Each proposal shall be either hand delivered by the Proposer or his agent in which instance the deliverer shall be handed a written receipt, or such proposal shall be sent by **United States Postal Service registered or certified mail with a return receipt requested**. Proposals shall not be accepted or taken, including receiving any hand delivered proposals, on days which recognized as holidays by the United States Postal Service.

Proposals may be mailed through the United States Postal Service registered or certified mail with a **return receipt requested** to our physical location at:

Terrebonne Parish Consolidated Government
Purchasing Division
301 Plant Road
Houma, Louisiana 70363

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

2.2 Proposal Response Content: To standardize and simplify the evaluation of responses, proposals should contain all of the following information and be organized in the sequence indicated below. All of the sections should be appropriately labeled and bound together under a single cover not to exceed two (2) volumes with any identified appendices included as a separate volume.

- 2.2.1 Introduction: An introduction letter should be submitted on the Proposer's official business letterhead and state that the Proposer shall comply with all provisions in the RFP. It must include the complete name and address of the Proposer's firm and the name, mailing address and telephone number of the person the TPCG should contact regarding the proposal. The introduction letter should also identify the person(s) authorized by the Proposer to contractually obligate the Proposer and the person(s) who will address technical and contractual matters throughout the evaluation period. By signing the cover letter and the proposal, the Proposer certifies compliance with the signature authority required in accordance with LA RS. 38:2212B(5) as may be amended as follows:
- a. The signature on the Proposal is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the Proposal is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
 - b. The signature on the Proposal is that of an authorized representative as documented by the legal entity certifying the authority of the person.
 - c. The legal entity has filed in the appropriate records of the secretary of state of this state an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit proposals for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.
- 2.2.2 Understanding of Project: Proposer should provide a comprehensive narrative that illustrates their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Proposers should also identify and pertinent issues and potential problems related to the project.
- 2.2.3 Management, Experience and Qualifications: Proposers should describe the experience of their firm in completing similar projects (Public Works Maintenance and Service). Additionally, Proposers should provide information specific to the personnel assigned to accomplish the work in this RFP. Proposers should provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following:
- a. Name
 - b. Title
 - c. Description of the type of work the individual will be responsible and accountable for each component and deliverable completion, and

If the Proposer intends to use subcontractors, the Proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Proposers should provide three (3) reference names, phone numbers, project descriptions, and dates of completion for similar projects the Proposer's firm has completed. The TPCG reserves the right to contact any references provided by the Proposer. Proposers are invited to provide letters of reference from previous clients.

Proposer must include evidence that the Proposer is in good standing and qualified to do business in the State of Louisiana and in the case of a corporation organized under the laws of any other state, evidence that the Proposer is licensed to do business in the State of Louisiana.

- 2.2.4 Cost Proposal: Respondents must include Section "A" Official Proposal Form with their response to this RFP submission.
- 2.2.5 Attachments: Additional information, which the Proposer feels will assist in the evaluation, should be included.
- 2.2.6 Conflict of Interest Disclosure: All proposers providing a response to this RFP should provide a clear and unambiguous indication of any potential or real conflicts of interest it may have with respect to performing work on behalf of TPCG. TPCG shall make the final determination as to whether any potential or real conflict of interest exists.

2.3 Number of Response Copies: Each Proposer should submit one (1) bound signed original response, two (2) additional copies, and one (1) USB Flash Drive of the proposal should be provided, and one (1) redacted copy should the Proposer feel that it would be applicable. NOTE: A redacted copy is not required but can be submitted should the Proposer feel that his/her original proposal contains any proprietary, trade secrets and/or confidential information.

2.4 Legibility / Clarity: Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

2.5 Confidential Information, Trade Secrets and Propriety Information: The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The cost proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The TPCG reserves the right to make any proposal, including proprietary information contained therein, available to TPCG personnel or organizations for the sole purpose of assisting the TPCG in its evaluation of the proposal. The TPCG shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation. Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(I) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

If your proposal contains confidential information, you should submit a redacted copy as stated in section 2.3 along with your proposal if you intend to maintain confidentiality. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy

reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

2.6 Proposal Clarifications Prior to Submittal:

2.6.1 Proposer Inquiry Periods: The TPCG shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The TPCG reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

a. An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries **MUST** be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the Inquiry Deadline date set forth in Section I.I Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the TPCG. Inquiries received after the established deadline shall not be entertained.

b. Inquiries concerning this solicitation should be delivered to the TPCG's contact person for this solicitation, Sharon Ellis, Purchasing & Warehouse Manager by mail, express courier, e-mail, hand, or fax:

Administrative Inquiries:

TPCG Purchasing Division
Attention: Sharon Ellis
301 Plant Road
Houma, LA 70363
E-Mail: sellis@tpcg.org
Phone: (985) 873-6821

Technical Inquiries:

Public Works Director
Attention: David Rome
PO Box 2768
Houma, LA 70361
E-Mail: drome@tpcg.org
Phone: (985) 873-6735

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the TPCG, including during the Blackout Period. Any communications from any other individuals are not binding to the TPCG.

An addendum will be issued and posted at the TPCG website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any TPCG employee. It is the Proposer's responsibility to check the TPCG website frequently for any possible addenda that may be issued. The TPCG is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest. Such protest shall be made in writing to the Purchasing Manager at least two (2) days prior to the deadline for submitting proposals.

2.6.2 Blackout Period: The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer or its Agent or Representative, is prohibited from communicating with any Parish employee or Contractor of the Parish involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to Parish employees, but also to any Contractor of the Parish. "Involvement" in the procurement process includes

but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent Contractor, the TPCG and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the TPCG and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Proposer or Contractor who violates the Blackout Period may be liable to the TPCG in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification. Any costs associated with cancellation or termination will be the responsibility of the Proposer.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to TPCG Protest Policy;
2. Duly noticed site visits and/or conferences for Proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

2.7 Errors and Omissions in Proposal: The TPCG will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The TPCG reserves the right to make corrections or clarifications due to patent errors identified in proposals by the TPCG or the Proposer. The TPCG, at its option, has the right to request clarification or additional information from the Proposer.

2.8 Performance & Payment Bond(s): The successful Proposer shall be required to provide a performance and payment bond each in the amount of One Hundred Fifty-Seven Thousand, Five Hundred Dollars (\$157,500) as the faithful performance of all CONTRACTOR'S obligations under the Contract Documents at the time of execution of the contract. Any performance and payment bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance and payment bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on

the treasury list shall not write a performance and payment bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance and payment bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

If the Surety on any Bond furnished by Proposer is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the above clauses, Proposer shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

NOTE: The successful Proposer may provide an Irrevocable Letter of Credit Agreement in lieu of the Payment and Performance Bonds. The Irrevocable Letter of Credit Agreement shall be developed through the Bank, Contractor and the TPCG, which will be reviewed by the TPCG Legal Department.

The performance bond, payment bond or Irrevocable Letter of Credit Agreement is to be provided within ten (10) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

2.9 Changes, Addenda: The TPCG reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The TPCG also reserves the right to cancel or reissue the RFP.

Addenda may be issued to modify the Proposal Documents as deemed advisable by TPCG. Prior to submittal of Proposals, each Proposer should acknowledge that he has received all addenda issued. The Proposer is requested to acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Official Proposal Form Section "A".

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

2.10 Withdrawal of Proposal: A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the TPCG Purchasing Manager.

2.11 Material in the RFP: Proposals should be based on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the TPCG pursuant to the RFP.

2.12 Waiver of Administrative Informalities: The TPCG reserves the right, at its sole discretion, to waive administrative formalities contained in any proposal.

2.13 Proposal Rejection: Issuance of this RFP in no way constitutes a commitment by the TPCG to award a contract. The TPCG reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the TPCG to do so. Further, the TPCG reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made

and before the contract receives final approval from the Parish Administration and the Terrebonne Parish Council.

In accordance with the provisions of La. R.S. 39:2192, is authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see, La. R.S. 12:163) and limited liability companies (see, La. R.S. 12:1308.2) must be in good standing with the Louisiana Secretary of State in order to hold a contract with the TPCG.

2.14 Ownership of Proposal: All materials submitted in response to this request become the property of the TPCG. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the TPCG and not returned to Proposers. Any copyrighted materials in the response are not transferred to the TPCG.

2.15 Cost of Offer Preparation: The TPCG is not liable for any costs incurred by prospective Proposer or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the TPCG.

2.16 Non-negotiable Contract Terms: Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

2.17 Taxes: The successful Proposer must register with the Terrebonne Parish Sales and Use Tax Department for Use Tax purposes. It is understood that all applicable taxes are included in the proposal prices. The successful Proposer, as an authorized agent of the TPCG, will be authorized by TPCG to receive an exemption from Louisiana State Sales Taxes related to the work performed. As such, the proposed prices should reflect this exemption.

2.18 Proposal Validity: All proposals shall be considered valid for acceptance until such time an award is made unless the Proposer provides for a different time period within its proposal response. However, the TPCG reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

2.19 Prime Contractor Responsibilities: The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The TPCG shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2.20 Use of Subcontractors: Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s)

with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor, and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance with the terms and conditions of the contract by the subcontractor.

2.21 Written or Oral Discussions/Presentations: The TPCG, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the TPCG reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract. Written or oral discussions/presentations for clarification may be conducted to enhance the TPCG's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

2.22 Acceptance of Proposal Content: The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

2.23 Evaluation and Selection: All responses received as a result of this RFP are subject to evaluation by the TPCG Evaluation Committee for the purpose of selecting the Proposer with whom the TPCG shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Submittals will be evaluated based on the following general criteria and their respective weights of consideration:

Category / Description	Points Available
Qualifications of firm and team assigned to this project	Up to 30 points
Experience of Proposer (years experience); number of similar projects; references	Up to 30 points
Methodology, Approach, Understanding	Up to 10 points
Price Proposal	Up to 30 points
MAXIMUM POINTS AVAILABLE	100

Written recommendation for award shall be made to the Parish President for the responsible Proposer

whose proposal, conforming to the RFP, will be the most advantageous to the TPCG, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the TPCG.

2.24 Best and Final Offers (BAFO): The TPCG reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the TPCG in clarifying the scope of work or to obtain the most cost-effective pricing available from the Proposers. The written invitation will not obligate the TPCG to a commitment to enter into a contract.

2.25 Contract Negotiations: If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most responsive to the TPCG's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the TPCG may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost-effective pricing available from the Proposers. Parish President and Parish Council must approve the final contract form and issue a purchase order, if applicable, to complete the process.

2.26 Contract Award and Execution: The TPCG reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The RFP, including any addenda and the proposal of the selected Contractor **will** become part of any contract initiated by the **TPCG**.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the contract documents and sample contract if attached hereto this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days, or the selected Proposer fails to sign the contract within **ten (10) calendar** days of delivery of the document, the TPCG may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the TPCG, price and other factors considered.

2.27 Contract Period: The contract period shall begin upon execution of the contract. The contract shall be for a two (2) year period beginning on the effective date, and ending two (2) years thereafter, or the completion of work orders given. The initial two (2) year term of this contract may be extended for an additional one (1) year term provided there is no change in the terms, conditions, specifications and pricing structure.

2.28 Non-Exclusive Contract: It is the intent of the TPCG to designate a primary Contractor. However, the TPCG reserves the right to obtain estimates or quotations for any work of any nature or kind that TPCG may require, at its sole judgment, when this action best serves the TPCG and community.

2.29 Contract Documents: The Contract Documents shall include the Contract, Invitation to Proposers, Instruction to Proposers, Scope of Work/Services, Addenda, Proposal Forms, Insurance Certificates, Bonds or Letter of Credit Agreement, Proposal Responses, Attachments, and all properly authorized modifications. Any change in the Contract must be accomplished by a formal Contract Amendment signed and approved by the duly authorized Representative of the Contractor and of the Terrebonne Parish Consolidated Government. The Contract Documents shall be construed in accordance with the State of Louisiana Laws.

2.30 Notice of Intent to Award: Upon review and approval of the evaluation committee's and agency's recommendation for award, TPCG will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract. A contract shall be completed and signed by all parties concerned on or about the date to be provided in the letter of "Notice of Intent to Award". If this date is not met, through no fault of the TPCG, the TPCG may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

TPCG will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with the TPCG Protest Procedure.

2.31 Protest

Procedure

Applicability

This policy applies to any person adversely affected by an intended decision or action to the respect of any formal solicitation or any other procurement issues.

Timelines

Protest of Solicitation

Protests with respect to a solicitation shall be submitted in writing at least two (2) days prior to the opening of bids or proposals.

Protest of a Bid Award

Protests with respect to the award of a bid shall be submitted in writing within fourteen (14) days of the contract award.

Protest of a Proposal Award

Protests with respect to the award of a proposal shall be submitted in writing within seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) from the time of being notified of the intended award.

Procedure

Protests shall be submitted to the Purchasing Manager. The protest shall clearly set out the reason for protest. All divisions, departments, and project managers shall immediately inform the Parish Attorney of potential or pending protests.

Types of Protest

Protest of Solicitation

For example, solicitation protests often stem from allegations of unduly restrictive specifications, which limit the source(s) that can comply with all the specifications as written.

Protest of an Award

Award protests generally arise where an aggrieved party alleges that the award was made to a bidder or proposer that did not meet or comply with all the specifications; did not meet or comply with requirements of the Request for Proposals (RFP); did not meet or comply with the Louisiana Public Bid Law.

Effects of Protest

Protest of Solicitation

If a timely protest is received, the bids or proposals shall be impounded and cannot be opened until the protest has been resolved. Specifications cannot be protested after bids or proposals are opened.

Protest of an Award

If a timely protest is received, the award shall be stayed until the protest has been resolved, unless the bid or proposal is declared as an emergency.

Written Protest Contents

The formal written protest shall contain the following:

- I. Solicitation number and title
2. Name and address of the division and/or department affected
3. Name and address of the affected party and the title of the person submitting the protest
4. A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must indicate so.
5. Concise statement of the facts alleged and the rules, regulation, statutes, ordinances, and constitutional provisions entitling the affected party relief requested
6. The statement shall indicate the relief to which the affected party deems himself/herself entitled.
7. Such other information as the affected party deems to be material to the issue

Authority to Resolve Protests

The Purchasing Manager or his designee shall have authority, prior to the commencement of an action in court concerning the controversy, to review a protest of an aggrieved bidder, proposer, offeror, or contractor concerning the solicitation or award of a contract.

Decision

If the protest is not resolved by mutual agreement, the Purchasing Manager or his designee shall, within fourteen (14) days, issue a decision in writing. The decision shall:

1. State the reasons for the action taken; and
2. Inform the protestant of its right to judicial review as provided by law

Notice of Decision

A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

Finality of Decision

A decision under the subsection titled **Authority to Resolve Protests** previously shall be final and conclusive.

2.31 Debriefings: Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Sharon Ellis, Purchasing and Warehouse Manager. Contact may be made by phone at (985) 873-6821 or E-mail to sellis@tpcg.org.

2.32 Insurance Requirements: Contractor shall furnish the TPCG with certificates of insurance effecting coverage(s) as described herein. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the TPCG before work commences. The TPCG reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in attached for the full term of the contract. Failure to comply may be grounds for termination of the contract.

2.32.1 Policies and Certificates

a. All policies and certificate of insurance of the Contractor and/or Subcontractor shall contain the following clauses:

- ▶ The Contractor/ Subcontractor's insurer will have no right of recovery or subrogation against the OWNER, Terrebonne Parish Consolidated Government (TPCG), its elected and appointed officials, all Parish Departments, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers it being the intention of the parties that the insurance policies so affected shall protect both parties and shall be primary coverage for any and all losses covered by the below described insurance.
- ▶ The OWNER, Terrebonne Parish Consolidated Government,), its elected and appointed officials, all Parish Departments, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers shall be named as an additional insured on all policies (ISO Forms CG 20 26 11 85).
- ▶ The insurance companies issuing the policy or policies shall have no recourse against the OWNER, TPCG for payment of any premiums or for assessments under any form of policy.
- ▶ Any and all deductible in the below described insurance policies shall be assumed and be for the account of, and shall be borne solely by the Contractor/Subcontractor and at his sole expense without any right of reimbursement from the OWNER, and shall not exceed \$10,000 per policy,

2.32.2 Insurance: The Contractor/Subcontractor, shall prior to commencing work, provide at his own expense, proof to the OWNER of the following insurance overages required by the contract. Insurance is to be placed with insurance companies authorized and approved in the State of Louisiana with an A.M. Best's rating of no less than A: VI.

a. Policies are to be on an Occurrence basis, Claims Made policies are not acceptable. Contractor shall provide an "All-Risk" Builder's Risk Insurance Policy which should include coverage for wind damage and flood.

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

Workers' Compensation-Statutory in compliance with the Compensation Law of the State. Employers liability to be \$1,000,000 Alternate Employer Endorsement in favor of OWNER, Waiver of Subrogation in favor of OWNER and Thirty (30) days notice of cancellation, non-renewal, and material change.

- ▶ Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage. This insurance shall include products/completed operations, contractual liability, personal injury, and without written prior approval of the OWNER the Commercial General Liability coverages shall not exclude any standardized coverage included in the basic form or limit any coverages for this project in any way that would prohibit or limit the reporting of any claim, suit and the subsequent defense and indemnity that would normally be provided by the policy.
- ▶ On the certification of insurance, under the description of operations, the following wording is required: THE AGGREGATE LOSS LIMIT APPLIES TO EACH PROJECT, or a copy of ISO form CG2503 (Ed. 11-85) shall be submitted.
- ▶ Waiver of Subrogation to cover both oral and written contracts in favor of the OWNER and Thirty (30) days notice of cancellation, non-renewal or material change.
- ▶ Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverage's:
 - o Any automobiles;
 - o Owned automobiles;
 - o Hired automobiles;
 - o Non-owned automobiles
- ▶ An Umbrella Policy may be used to meet minimum requirements.
- ▶ All property losses shall be made payable to and adjusted with OWNER, TPCG.
- ▶ All policies of insurance shall be approved by contracting OWNER, TPCG prior to the inception of any work.
- ▶ Other insurance required is as follows:
 - o Owner's and Contractor's Protective Liability Insurance shall be furnished by the Contractor and shall name OWNER, Terrebonne Parish Consolidated Government, its elected and appointed officials, all Parish Departments, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers & the Architect or ENGINEER as Additional Insured's. Minimum limits of insurance are \$1,000,000 per occurrence, \$2,000,000 per project.

- o Except for those insurance policies which require a "per project" aggregate, all certificates of insurance for policies that contain an aggregate limit must be accompanied by a statement that the aggregate limit is not impaired, or, if the aggregate limit is impaired, to what extent. OWNER may require that any impaired aggregate(s) be replenished in its favor prior to commencement of work and/or during the progress of the work.
- o If, at any time any of the said policies shall be or become unsatisfactory to OWNER, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to OWNER, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to OWNER for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of OWNER, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall no relieve the Contractor/Subcontractor from any liability under the contract, nor shall he insurance requirements be construed to conflict with obligations of the Contractor/Subcontractor concerning indemnification.

▶ Thirty (30) days prior notice of cancellation shall be given to OWNER by registered mail, return receipt requested, on all of the required coverage provided to OWNER. All notices will name the Contractor/Subcontractor and identify the contract number.

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

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

- o The contractor will acquire builders risk coverage for the full value of the project, or in the case of a renovation, for the full value of the renovation which provides all risk coverage for direct physical loss or damage to buildings/contents or structures during the course of construction. This coverage shall not have a deductible higher than a \$1,000 per occurrence. The deductible is the responsibility of the contractor, and should be taken into consideration when determining contract price.

- ▶ If any of the insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of OWNER, OWNER may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor. But in no event shall OWNER be responsible for the payment or provision of fees to any Broker, Wholesaler, Agent or Producer involved in the placement or renewal of the policy(ies) in question.
 - o The Contractor shall purchase and maintain boiler and machinery insurance or additional property insurance as may be required by Laws and Regulations which will include the interest of OWNER, Contractor, Subcontractor, ENGINEER and Engineer's Consultants in the work all of whom shall be listed as insured or additional insured parties.
- ▶ All policies and certificates of insurance SHALL BE APPROVED BY OWNER PRIOR TO THE INITIATION OF ANY WORK. If OWNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the work on the basis of non-conformance with the Contract Documents, OWNER shall notify the Contractor in writing within fifteen (15) days after receipt of the certificates. The Contractor shall provide a written response to OWNER objections within ten (10) days from the date of the letter request.
- ▶ Other coverages may be required by OWNER based on specific needs. If such other coverages are required for this contract, those coverages will be described in Special Conditions of the Contract specifications.
- ▶ Subcontractors: Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- ▶ Certificate of Insurance and Indemnification Agreement: Contractor shall furnish OWNER with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by OWNER before work commences. OWNER reserves the right to require complete, certified copies of all insurance policies, at any time.

2.33 Insurance Requirements for Contractors: Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Proposal.

2.33.1 Minimum Scope of Insurance: Coverage shall be at least as broad as:

Coverage:

- o Insurance Services Office form number GL0002 (ED. 1/73) covering Commercial General Liability and Insurance Services Office form number GL0404 covering Broad form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage

("occurrence form CG001 "). "Claims Made" form is unacceptable. The "occurrence form" shall not have "sunset clause".

- o Insurance Services Office form number CA0001 (Ed. 1/78) covering Automobile Liability and endorsement CA0025 or CA001 12 90. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own vehicle, then proof of hired and non-owned coverage is sufficient.
- o Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

- ▶ **Minimum Limits of Insurance:** Contractor shall maintain limits no less than:
 - o Commercial General Liability: Minimum \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).
 - o Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
 - o Workers' Compensation and Employers Liability: Workers' Compensation limits Statutory Employers Liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

- ▶ **DEDUCTIBLES AND SELF-INSURED RETENTIONS:** Any deductibles or self-insured retentions must be declared to and approved by OWNER, TERREBONNE PARISH CONSOLIDATED GOVERNMENT. At the option of the OWNER, Terrebonne Parish Consolidated Government, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER, Terrebonne Parish Consolidated Government, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- ▶ **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:
 - o General Liability and Automobile Liability Coverages
OWNER, its elected and appointed officials, officers, officials, employees, Boards , Districts, Councils, all Parish Departments, and commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to OWNER, its elected and appointed officials, all Parish Departments,

Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including its officers, employees and volunteers. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of OWNER.

- Any failure to comply with reporting provisions of the policy shall not affect coverage provided to OWNER, its elected and appointed officials, all Parish Departments, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including officers, employees, Boards and Commissions and volunteers.
- The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- o Workers' compensation and Employer's Liability Coverage - The insurer shall agree to waive all rights of subrogation against OWNER, its elected and appointed officials, all Parish Departments, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including officers, employees and volunteers for losses arising from work performed by the Contractor for OWNER.
- o All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, non-renewed, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested to OWNER

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

▶ ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers with A.M. BEST'S RATING OF NO LESS THAN A:VI.

▶ VERIFICATION OF COVERAGE - Contractor shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES. OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time.

▶ SUBCONTRACTORS - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- ▶ **PARTIAL UTILIZATION - PROPERTY INSURANCE:** If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or allowed to lapse on account of any such partial use of occupancy.
- ▶ OWNER and CONTRACTOR intend that any policies provided shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insured or additional insureds, and if the insurers require separate waiver forms to be signed by ENGINEER, engineer's consultant or subcontractor, CONTRACTOR will obtain the same.

2.34 Subcontractor Insurance: The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

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

The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suite is groundless, false or fraudulent.

The Indemnification Agreement shall be properly signed and submitted with the Service Contract. Also included shall be an appropriate Power of Attorney, Corporate Resolution with certification of corporation's secretary, or other explicit written evidence of the representative's authority to sign said Indemnification Agreement.

2.36 Additional Work: It is contemplated that additional work not specifically spelled out in this contract may be performed by contractor for TPCG. In that event each and every provision of the foregoing insurance requirements and hold harmless and indemnity agreement shall be applicable to said additional work.

2.37 Personnel On Call: TPCG requires that it be able to reach a representative of contractor during non-business hours, nights, weekends, and holidays to order necessary work hereunder. Contractor must submit names of at least three persons, with non-office numbers and upon the signing of the contract a contactable employee cell number to respond to non-business hour calls.

2.38 Termination

2.38.1 Termination of the Contract for Cause: The TPCG may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the TPCG shall give the Contractor written notice specifying the Contractor's failure. If within fifteen (15) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in fifteen (15) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the TPCG may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the TPCG to comply with the terms and conditions of the contract, provided that the Contractor shall give the TPCG written notice specifying the TPCG's failure and a reasonable opportunity for the TPCG to cure the defect.

2.38.2 Termination of the Contract for Convenience: The TPCG may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

2.38.3 Termination for Non-Appropriation of Funds: Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to the Contractor of such facts and the TPCG's intention to terminate its financial obligation.

2.38.4 Force Majeure: In the event of Force Majeure, the TPCG may terminate this agreement by written notice following such casualty and the TPCG shall not be responsible for any damages sustained by Contracting Party. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of the TPCG.

2.39 Assignment: The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the TPCG. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TPCG.

2.40 No Guarantee of Quantities: The quantities given on the Official Proposal form are approximate only and will be used solely for the comparison of Proposals received. It shall be understood that actual quantities of the proposed work may be greater or less than those provided on the Official Proposal Form without invalidating any of the unit prices proposed. The TPCG shall not obligate itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

2.41 Audit of Records: The State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

2.42 Remedies for Breach: Proposer acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms and shall provide for such remedial actions as appropriate.

2.43 Access to Records: Proposer acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authoring the recipient, U S Funding Agency, the Comptroller General, or any of their duly authorized representatives' access to all books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

2.44 Equal Employment Opportunity: Proposer acknowledges that all contracts shall contain provisions requiring compliance with E. O. 11246, "Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

2.45 Copeland "Anti-Kickback" Act: Proposer acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

2.46 Contract Work Hours and Safety Standards Act: Proposer acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

2.47 Rights to Inventions Made Under a Contract or Agreement: Proposer acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".

2.48 Clean Air Act: Proposer acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants.

2.49 Federal Water Pollution Control Act: Proposer acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation's waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs.

2.50 Byrd-Anti Lobbying Amendment: Proposer acknowledges that Subrecipients applying or bidding for an award of \$100,000 or more shall certify that they have 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 any employee of a member of Congress in connections with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352.

2.51 Debarment and Suspension: Proposer acknowledges that contract shall be made to parties listed on the General Services Administration's List of Parties. Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

2.52 Energy Efficiency: Proposer acknowledges 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).

2.53 Record Retention: Proposer acknowledges that contracts shall include a provision for the retention of records pursuant to CFR 200.333.

2.54 Content of Contract / Order of Precedence: In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by provisions advantageous to TPCG.

2.55 Contract Changes: No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of TPCG.

Changes to the contract include any change in compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

2.56 Substitution of Personnel: The TPCG intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the TPCG for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

2.57 Governing Law: All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

2.58 Claims or Controversies: The venue of any suit filed in connection with any claim shall be the Thirty-second Judicial Court, Parish of Terrebonne, State of Louisiana.

2.59 Proposer's Certification of No Federal Suspension or Debarment: By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

2.60 Continuing Obligation: Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

2.61 Dispute Resolution: Owner and Contractor may agree to decide claims, disputes and other matters and questions arising out of or relating to the Changes in Work by arbitration. Otherwise, any such claims, disputes and other matters and questions arising out of or relating to the Changes in Work shall be decided under the laws of the State of Louisiana in the 32nd Judicial District Court in and for the Parish of Terrebonne, State of Louisiana.

2.62 Warranties : Proposer warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work. All work including labor and materials performed under this contract shall be warranted against defects for a period of one (1) year.

2.63 Code of Ethics: The Proposer acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State

if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

2.64 E-Verify: Contractor acknowledges and agrees to comply with the provisions of LA R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under the Contract.

2.65 Non-Collusion Affidavit: Each Proposer shall execute a Contractor's Affidavit of Non-Collusion, in the form provided with the proposal forms, at the time of submittal or within ten (10) days thereafter, to the effect that he has not colluded with any other person, firm or corporation in regards to any Proposal submitted.

PART III: REVIEW AND EVALUATION: The proposal will be reviewed to ensure the minimum requirements of the RFP have been met. Failure to comply with the required forms, documents and submission requirements listed in the RFP may render a proposal as non-responsive and result in the rejection of the entire proposal. Further evaluation will not be performed.

The proposal will be evaluated in light of the material and the substantiating evidence presented to the TPCG, not on the basis of what may be inferred.

The scores for the Technical and Price Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Price Proposal: The information provided in response to this section will be used in the evaluation to calculate the lowest cost to TPCG.

3.2 Technical Proposal: The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

- 3.2.1 Qualifications of firm and team assigned to this project
- 3.2.2 Experience of Proposer; Number of similar project; References
- 3.2.3 Methodology; Approach; Understanding

PART IV SCOPE OF WORK/ SERVICES:

4.1 Scope: The Terrebonne Parish Consolidated Government (TPCG) is requesting proposals from qualified Contractors to provide repair, service and/or maintenance work to existing public works as required by TPCG being available twenty-four (24) hours per day, every day during the term of the contract. Such work may include, but is not limited to line repairs, paving, sewer, gas, water, sewerage pump station, drainage pump station, maintenance and any other requirements as identified by TPCG.

Although requirements may vary, the Contractor must be prepared to provide any and all material, labor and equipment within four (4) weeks of notification to the job site as directed. The contractor must be prepared to provide any and all material, labor and equipment within four (4) hours of notification of an emergency by the Owner. Should Contractor fail to meet these response times, Terrebonne Parish Consolidated Government may choose to give that particular job to another contractor and/or Terrebonne Parish Consolidated Government may consider this a violation of the contract and may be grounds for voiding the contract. Some emergency situations may occur when the contractor will have to give an immediate response to job requests by the Owner. The Owner is designated as the Terrebonne Parish Consolidated Government, Post Office Box 2768, Houma, Louisiana - 70361.

4.2 Workmen and Equipment: The Contractor shall at all time employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time specified. Failure by the Contractor to provide adequate equipment or labor may result in the annulment of the contract as hereinafter provided. Any foreman or workman employed by the Contractor or by any subcontractor who, in the opinion of the Owner or his authorized representative, disobeys orders, does not perform his work in a proper and skillful manner or is disrespectful, intemperate, disorderly or otherwise objectionable, shall at the written request of the Owner be forthwith removed by the Contractor, or subcontractor, employing such foreman or workmen and shall not be assigned again on any portion of the work without the written consent of the Owner. The Contractor shall provide supplemental equipment of sufficient size and quality to perform all work in a timely and safe fashion. The Terrebonne Parish Consolidated Government reserves the right to inspect and require replacement of equipment if it feels it is unsuitable. Owner will provide the Contractor with an explanation, in writing, of how that determination is made. The Unit price for all heavy equipment shall include all maintenance repairs, fuel, etc. **and shall include transportation to any job site located in Terrebonne Parish.** Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient machinery, equipment, or force for the proper prosecution of the work, the Owner may withhold all payments, which are or may become due, or may suspend the work until such orders are complied with. All Management and/or Supervisory Personnel that will manage this contract and/or their workman are at NO DIRECT PAY.

4.3 Personnel On Call: TPCG requires that it be able to reach a representative of contractor during non-business hours, nights, weekends, and holidays to order necessary work hereunder. Contractor must submit names of at least three persons, with non-office numbers and upon the signing of the contract a contactable employee cell number to respond to non-business hour calls.

4.4 Operator Qualification: The objective is to assure contractor's personnel performing work on Terrebonne Parish Consolidated Government's gas system is in compliance with 49CFR Part 192.801. This requirement must be satisfied before any work starts.

4.4.1 Applicability

a. Contractor's personnel that perform covered task on Terrebonne Parish Consolidated Government's gas system shall be qualified for that task.

b. Definition of covered task:

Covered task means any task that:

- o is performed on a pipeline facility;
- o is an operations or maintenance task;
- o is performed as a requirement of 49 CFR Part 192;
- o could affect the operation or integrity of the pipeline.

▶ Qualified individual: A person who has been evaluated and can:

- o perform assigned covered tasks and
- o recognize and react to abnormal operating conditions

4.4.2 To qualify, Contractors personnel shall be capable of writing, reading and speaking English

4.4.3 Qualification Program

▶ Terrebonne Parish Consolidated Government Gas Division shall review the contractor's operator qualification program to assure it meets minimum provisions of 195.505:

▶ Terrebonne Parish Consolidated Government Gas Division Personnel will review each individual qualification and re-qualify the individual under Terrebonne Parish Consolidated Government plan, which includes Abnormal Conditions.

▶ Contractor's that have Energy WorldNet operator qualification plan shall be required to submit their employees' qualification documentation. The documentation shall include results of test scores and field evaluations.

▶ Contractor's that have their own or use other providers of operator qualification plan shall submit a copy of this plan for review along with their employees' test scores and field evaluation. Operator qualification plans shall be in compliance with qualification requirements.

4.4.4 Non-Qualified Persons to Perform Covered Tasks: A non-qualified person shall be allowed to perform a covered task if directed and observed by a qualified person. A qualified person can only observe two (2) unqualified persons at any given time.

4.5 Drug Testing: Contractor must have a drug testing program complying with all applicable laws for all employees who will do work on TPCG gas services.

4.6 Emergency Situations: The Contractor will respond to emergency situations in accordance with requirements and specifications contained in the Request for Proposals. The Contractor may relieve himself of potential liability for damage to underground utilities only which cannot be located on an emergency basis by executing Exhibit "B" attached hereto. If Exhibit "B" is not properly executed before

the start of any emergency work, the damage to underground utilities will be the sole responsibility of the Contractor.

4.7 Overtime: All rates paid will be according to schedule of proposed item regardless of total time worked.

4.8 Materials and Third Party Invoices: Any third party invoice that is attached to the contractors invoice or the contractors invoice that is submitted for payment under this contract which includes either charges incurred through purchase of materials or rental of equipment need to be consistent with prevailing market prices and rates in Terrebonne Parish used to perform work pursuant to this contract and which are not included in the proposal. Any material or rental of equipment furnished at the direction of the Owner and not included in a specific proposed item shall be billed to the Owner at the Contractor's invoice cost. Contractor will be required to furnish copies of substantiating invoices for all materials billed. In no case shall material cost exceed \$30,000 per work order unless otherwise directed by Owner. Owner reserves the right to supply or designate supplier of any and all material.

4.9 Payment to Contractor: The Contractor shall prepare and submit to the Owner an invoice for work completed during a month with Owner having forty-five (45) days to process the payment(s) requested. Partial payments for a specific job will not be accepted unless prior approval is granted by the TPCG.

Invoices must contain a copy of sufficient back up material, such as time sheets, equipment reports, etc. that adequately document the location and type of work performed or the invoice will be rejected. Payments on valid services will be made after processing in accordance with the TPCG Finance Department Policy.

4.10 Faulty Work: Contractor must correct all defective work and/or labor at no cost to the Owner within thirty (30) days of notification. If in the Owner's judgment, defective work creates a hazardous condition, repairs must commence in four (4) hours.

4.11 Guaranty: All work including labor and materials performed under this contract shall be guaranteed against defects for a period of one (1) year.

4.12 Computation of Time: On proposed items based on hourly rates, Contractor shall be compensated for mobilization time once for a given project and once for demobilization time. EXAMPLE: If a project requires three (3) days to complete, travel to the project site on the first day and from the project site to the Contractor's office on the third day will be eligible for compensation. Time on the second day will be used on actual hours on the job. Time on the third day will start upon arrival of crews at the job and end as described above.

4.13 Non-Exclusivity: Successful Proposer is to be cognizant that the contract to be awarded is not exclusive and the OWNER may at its discretion obtain estimates or quotations for any work of any nature or kind that Owner may require.

4.14 Quantities: Any quantities of Work given on the Official Proposal Form are approximate only and are to be used solely for the comparison of proposals received and to establish the Contract Price for the Work as awarded. The Owner expressly or by implication represent that the actual quantities of Work performed in accordance with the Contract Documents. It is understood that actual quantities of Work may overrun or underrun those given in the Official Proposal Form without invalidating any of the unit prices proposed.

4.15 Standard of Work: The Contractor shall conform in all workmanship and materials to the LaDOTD standard specifications, for roads and bridges, 2016 Edition, (or Latest Edition) unless otherwise directed by Owner. Pay items outlined in LaDOTD standard specifications are replaced by proposed items in this contract. Methods of measurement will be as described in these specifications.

4.16 Contractor Audit: The OWNER reserves the right to audit all contractors' payroll and material records to reconcile invoices as they pertain to this contract. The Contractor shall maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles and practices. These records must be maintained for a period of five (5) years after the termination of this contract. The Owner or his representative shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. Access to records is not limited to the required retention period. The Owner or his designated representative shall have access to records at any reasonable time for as long as the records are maintained.

4.17 Testing of materials: The OWNER reserves the right to test concrete, asphalt, and other materials furnished by the Contractor. Should the material be found to be defective, the contractor shall be responsible for the cost of testing as well as the cost of rectifying any deficiency. If material supplier is designated by Owner this clause shall not apply.

4.18 Coordination of Parish Contractor and Parish Inspector: When the Parish Inspector gives authorization to the Contractor to perform a job and if the Parish Inspector specifies the contract items to use, then the Contractor must use those items, unless the Contractor gets his approval for any changes prior to commencing the work.

In emergency situations, as determined by the Parish President and/or when the Parish Inspector is absent from work (i.e. vacation, sick leave, off duty), other Parish Divisions and/or Departments may give Contractor authorization to perform work. Other Divisions and/or Departments and/or Contractor shall contact the Inspector's office that day or the following working day and provide to him or his secretary the following information:

- ▶ The name of the person who gave the Contractor the work
- ▶ The date the work was given to the Contractor
- ▶ The Division or Department the work is for
- ▶ The job location
- ▶ The type of work
- ▶ The estimate (if one was provided)

The Contractor must call and notify the Parish Inspector the first day starting work on a job and also for the last day on a job site. All work must be completed such as sealing joints, curbing, cleaning of job site, and proper backfilling and dressing up.

The Contractor must inform the Parish Inspector to inspect the worksite to have all work inspected to verify all work meets the required specifications before concrete is ordered. The Foreman at the job site should have the Daily Work Report signed by the inspector stating that the work meets the Owner's requirements. If this step is not done, payment may be denied, or pavement may be removed and replaced at Contractor's expense so that work can be inspected. In the absence of the Parish Inspector, the appropriate Division and/or Department Head should be contacted to inspect the work.

The Contractor shall not send in any partial bills unless approved by the Parish Inspector prior to billing. Each bill should have a Parish Inspector's Progress Report accompanying it (See Exhibit "C" Progress Report).

Nothing contained in this section or any other part of the Contract Documents and/ or Specifications shall relieve the Contractor of his obligation to perform all work in accordance with the Specifications and Contract Documents.

4.19 SAFETY: Contractor will be responsible, at no additional cost to the Owner, to provide at each job site an adequate warning system. This warning system may have lighted barricades, regular barricades, delineators and any other traffic control devices needed to protect the public of the job site or hazard once the owner has notified the contractor of the required work. Work on Major Roadways, which obstructs vehicular traffic, must be barricaded in conformance with La DOTD standards and the latest edition of the Manual on Uniform Traffic Control Devices. Type III barricades and vehicular control signs will be paid for on a cost-plus basis. Contractor's responsibility shall commence 24 hours after Owner issues a written notification of work locations, except for emergencies declared by Owner in which case responsibility shall commence upon Contractor's arrival at job site.

An option the contractor could take, with parish approval, would be to fill the excavated repair area with fill material that would be placed up to top of pavement at repair area to allow for compaction for up to twenty-one days or pavement replacement. The maintenance of the filled area would be done at NO DIRECT PAY. These areas would be left non-barricaded to allow traffic to flow. Barricades would be returned for completing the repair or pavement replacement at no additional cost.

4.20 Accident Prevention: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws including the Occupational Safety and Health Act of 1970 and all building and construction codes, shall be observed. All employees of the Contractor shall wear approved safety gear at all times while in the construction areas. Contractor shall provide other safety equipment as needed at the job site for the safety of his personnel and general public. Contractor shall maintain traffic control and an adequate warning system for all job sites at no additional cost to Owner. Contractor's responsibility shall commence 24 hours after Owner issues a written notification of work locations, except for emergencies declared by Owner, in which case responsibility shall commence upon Contractor's arrival at job site.

4.21 Unforeseen Physical Conditions: Contractor shall promptly notify Owner in writing of any subsurface or latent physical conditions that have been detected or should have been detected at the site of any intended work that would cause the failure of the work ordered. By not notifying the Owner of these subsurface or latent physical conditions, Contractor guarantees that all work performed shall be free of defects or failures for a period of one (1) year.

4.22 Suspension of Work and Termination: The TPCG reserves the right to Stop Work or Terminate this Contract should the CONTRACTOR fail to abide by the terms of this Contract.

4.23 Concrete Removal and Disposal: Proposal prices should include all costs for labor, equipment, and materials necessary to remove and dispose of existing concrete for the thickness as shown or found at job location. Where concrete to be removed has been overlaid with asphalt, the contractor will be paid for such added average thickness. Curbing shall be removed with the slab where required and the curb height will not be added to slab thickness. The contractor will dump broken concrete at a disposal site designated by the Parish at no added cost, provided that the disposal (dumping) site is within a radius of ten (10)

miles from the site. Additionally, should the Parish desire, the contractor will load broken concrete onto Parish trucks at the work site at no added costs, provided that the Parish trucks are present at the work site for loading as the concrete is being removed and do not unduly delay the contractor's work. Concrete removed from the site by the Contractor will be hauled to the Ashland Landfill for proper handling / recycling.

Care must be exercised so that jointing materials and devices adjacent to the concrete to be removed shall not be damaged. Any pavement damaged by the contractor as a result of negligence, either willfully or accidental, will be replaced at the contractor's expense.

4.24 Portland Cement Concrete Paving: Ready mix concrete shall conform to the latest ASTM, AASHTO, and LaDOTD office of Highways Specifications. All workmanship and materials shall be in accordance with LaDOTD Specifications for Roads & Bridges, 2016 Edition (or Latest Edition) unless otherwise directed by Owner.

Proposal Prices should include all cost for materials, (except the cost of concrete and transverse joint dowel bar baskets), labor, and equipment and forms necessary to provide Portland Cement Concrete Paving, in place under this item of the Proposal. Concrete is to have 3.5 to 4 inch slump. When longitudinal joint dowel bars are broken during pavement breaking operations, Contractor shall drill and epoxy grout replacement dowel bars at no direct pay except where there are no existing bars or existing bars have broken due to extensive rust. In such exceptions Contractor may be required to install new dowel bars as directed by Owner at Contract price. When transverse joint star lugs are broken during pavement breaking operations they shall be replaced by either transverse joint dowel bars or an undercut beam and footing as directed by Owner at contract prices. Proposal prices shall include labor and materials for adequate curing of the concrete placed and the proper sealing of contraction and expansion joints. Joint seal groove for transverse joints shall be as shown on details located on page 50, free of dirt and debris. Longitudinal Joint Dowel Bars shall be Grade 40 #4 deformed steel reinforcing bars at least two (2) feet in length.

Longitudinal Joint Dowel Bars which break or show evidence of fracture upon straightening shall be replaced when directed by drilling 1-inch holes to a depth of 12 inches and epoxy-grouting the tie bars in the holes by approved methods. This item does not include installing of new curbing on pavement.

Sub-base fill material are not included in this category, but excavation is included if material has to be removed such as shells or dirt that was put in the hole after the repair so traffic could run over the area. Install expansion joints, install dummy joints, repave with concrete, curing compound, seal joints, 2" sand base unless otherwise directed, back filling behind curb or edge of roadway with good material that matches the adjacent area and also tamping of material, dressing-up and cleaning project area and all equipment and tools necessary for performing work is included in this item.

Proposal prices under this category shall include cost for all layout and grades required to execute the work, such as grades for setting paving forms, etc.

4.25 Portland Cement Concrete Curbs: Proposal prices shall include removal and disposal of old broken curbing to be replaced. All workmanship and concrete shall be in accordance with LaDOTD Specifications for Roads and Bridges, 2016 Edition (or Latest Edition) unless otherwise directed by Owner. When installing curbs in conjunction with new slab paving curbs shall be monolithic with new paving or properly doweled at contractor's option, except that curb sections should be monolithic with new roadway slabs adjacent to existing driveway for quicker access. When installing curbs by extrusion unto old slab pavement, the curb shall be bonded to the surface of the existing pavement with 2" 0 "U" shaped steel dowels spaced 2' - "O" O.C. or other acceptable means approved by the Owner. Description

literature and specifications for bonding agents selected by the contractor shall be submitted for approval prior to use.

The concrete mix design for curbs shall be one, which will provide proper work ability, curb strength, and minimum contraction cracking.

Proposal prices should include all costs for materials (except the cost of concrete), labor, equipment and forms necessary to provide finished Portland Cement Concrete Curbs. Contractor will also furnish construction expansion felt at all sidewalks, parking lots and driveways.

4.26 Drain / Sewer Pipe Installation: These items cover the installing of various sizes and types of sewer and drainage lines. Installation shall include use of necessary bedding materials. Cost will not include tie-in, materials, or transportation of materials to job site. RCP installation requires use of **RAMNEK** or equivalent in joints. All drain line joints shall be wrapped with filter cloth. Sewer Specs are found later in this document.

4.27 Drainage and Sanitary Sewer Structures: These items cover labor, excavation, and installation of various types of drain and sanitary sewer structures in depths not exceeding FIVE (5) feet and connecting pipe no greater than a 30" inside diameter. All items assume no more than three pipe entrances into the structures. Proposed price shall not include materials or transportation thereof. Installation of the manhole does include the cost of installation of bedding materials. Sewer Specs are found later in this document.

4.28 Saw Cutting: These items cover the furnishing of all labor, equipment, and material needed to saw cut concrete. Proposed prices should include saw cutting per 1" thickness to a maximum thickness of 4".

4.29 Crack and Joint Sealing: This item is to provide for general and sealing of cracks and/or joints in existing pavement. Proposed prices should include all costs for labor, materials, and equipment required to apply approved liquid poured sealant of the asphalt type as specified under Section 1005.02 of the LaDOTD Specification for Roads and Bridges, 2016 Edition. Cracks and/or joints shall be cleaned and chipped if necessary, in accordance with generally accepted procedures prior to pouring the sealant. This item is not to be used in conjunction with Portland Cement Concrete Paving sealing which is included with new pavement installation. Cleaning shall include use of wire brush or saw blade followed by clean out with high-pressure air compressor.

See attached drawing for general dimensions. This item, at a cost per linear foot, will only be to seal cracks with dimensions less than, or equal to, the drawing. For cracks with dimensions greater than those on attached drawing crack sealing will be paid for on a time and material basis.

4.30 Equipment with an Operator: Proposed prices should include all costs of hourly rental by Contractor to Owner of the vehicle or equipment specified with operator. The use of any of this equipment or labor by the Contractor in the performance of items of work as listed elsewhere under this contract will not be billed separately as under this item. Owner at Blue Book Rates will pay for all equipment rented by the Contractor to Owner, to perform assigned task, which is not provided for in this item. If equipment is not listed in Blue Book, Owner will pay reasonable rental rates approved in advance for other equipment not listed on proposal forms but required to complete assigned task.

4.31 Asphaltic Pavements: The bituminous Hot Mix Asphalt shall conform to the latest ASTM and AASHTO Specifications and all workmanship, equipment and materials shall be in accordance La DOTO

standard specifications, for roads and bridges, 2016 Edition, (or Latest Edition) unless otherwise directed by Owner.

Proposed prices for this item are to include all cost for labor and equipment necessary to transport and provide finished asphaltic concrete pavement in place, as described in the above-mentioned specification manuals. Work shall entail installation of 2"-4" overlays, in single lifts, and asphalt patching from 1" to 24" thickness. The accepted quantity of asphaltic concrete will be paid for at the contract unit price per ton (2,000 pounds). No other type of mix will be allowed without prior approval of the Terrebonne Parish Consolidated Government. Haul and/or loading tickets will be issued for each truck load and asphalt delivered by vendor's trucks and placed on the job. Tack coat or prime coat required will not be measured for separate payment but will be considered incidental to the asphaltic concrete application pay items.

4.32 Asphalt Pavement Removal and Disposal: This item covers work generally associated with breaking up, removal and disposal of the existing asphalt pavement in order to eliminate a deteriorated and/or failed section of roadway. Proposed prices should include all costs for labor and equipment

4.33 Aggregate Base Preparation: This item covers work associated with setting up new aggregate base material on existing areas, roadways, under concrete panel replacement, parking areas, etc. as a suitable base upon which to place pavement. Proposed price should include all costs for labor and equipment necessary to scarify, grade, shape, compact and otherwise condition new materials as a suitable base. Base materials required will be paid for separately.

4.34 Saw Cut Pavement: Proposed prices for this item shall include all costs for labor, material and equipment necessary to machine cut asphaltic concrete pavements. Payment will be by linear foot of cut per inch of depth with maximum thickness of 4".

4.35 Aggregate Hauled and Tail Gate Spread: This item consists of furnishing materials, equipment and manpower to haul and gate-spread aggregate on existing roadways throughout the Parish. Payment will be by truck measure, cubic yards, hauled and gate spread. Work may be required in conjunction with parish road grading operations.

4.36 Under Cut Beam and Footing: The Contractor will only install a footing with approval from Terrebonne Parish Consolidated Government. The footing will be 12"x12" with 6" under the existing pavement, and with 6" under the new pavement. (Excluding the cost of the concrete).

4.37 Transverse Joint Dowel Bars: Dowels shall have a uniformly round cross section and shall be saw-cut, smooth and free of burrs, projections and deformations. Dowels shall be plastic-coated dowel bars. The plastic-coated dowel bars may be placed by approved mechanical devices equipped with suitable means to control proper depth and alignment of the dowel bars; bars shall be positioned parallel to the pavement centerline and surface; bars shall be firmly held in position by the mechanical device until concrete has been thoroughly consolidated around the bars. An approved sleeve shall be furnished with each dowel bar used in expansion joints. The sleeve shall fit the dowel bar tightly and the closed end shall be watertight. Dowel Bars are to be placed as per attached detail located on attachment.

4.38 Longitudinal Joint Dowel Bars: This item is to be used only when placing dowel bars where there were no existing bars or when existing bars have broken due to extensive rust. Dowel bars shall be deformed steel bars of specified length, size, spacing and material shall be placed perpendicular to longitudinal joints. Dowel bars shall not be coated with asphalt or other material or enclosed in tubes or sleeves. Dowel bars shall be replaced by drilling 1-inch holes to a depth of 12 inches and then epoxy-grouting the bars in the holes by approved methods.

4.39 Asbestos Concrete Pipe: Contractor shall be aware that owner has within its sanitary sewer system a substantial amount of asbestos concrete pipe. Contractor is required to supply personnel adequately trained and certified in identification, repair, replacement, transportation, and safety issues associated with working on and handling asbestos concrete pipe.

Contractor shall perform all of its services in compliance with all requirements of OSHA, Louisiana Department of Environmental Quality and United States Environmental Protection Agency, and as a component of this obligation consents to allow the audit of any and all records necessary to assure full regulatory compliance as may be imposed by the regulatory agencies.

Contractor agrees to hold Terrebonne Parish Consolidated Government harmless from and fully indemnify Terrebonne Parish Consolidated Government from any claims, responsibility, or liability arising from the conduct of its work activities with asbestos concrete pipe.

Contractor shall be compensated through appropriate Proposed pricing for any labor and material charges when the work assigned calls for working on, repairing, or replacing asbestos concrete pipe.

Any asbestos pipe or portions thereof, which are removed from the system, must be properly transported to Pollution Control located at 2000 St. Louis Canal Road, bagged and identified as per regulations of governmental agencies listed above.

Should the Proposer utilize a sub-contractor to perform these services associated with asbestos pipe, all aforementioned provisions shall apply, submittal of certifications and previous experience shall be received and approved by owner prior to performing work.

4.40 Gravity Sewer Pipe and Manhole Installation: Contract for maintenance and repair of sewer lines includes all materials in accordance with these specifications and all labor and equipment required for the installation of pipe, fittings, service lines and all incidental work required for the completion of work authorized. Actual material cost of sewer lines shall be invoiced separately, except as noted herein.

4.40.1 Solid Wall PVC Pipe and Fittings

- a. The pipe and fittings shall conform to ASTM Designation D-3033-83 or D-3034-83 (SOR 35) for large diameter pipe.
- b. All pipe and fittings shall be made of PVC components as defined and described in ASTM D-1784-81.
- c. PVC pipe and fittings shall be furnished with rubber gaskets, which are marked to indicate nominal pipe size and proper insertion direction. Gaskets shall meet the requirements of ASTM F477.
- d. PVC pipe joints shall meet the requirements of ASTM D-3212-81.

4.40.2 Installation of Sewer Pipe

- a. All thermoplastic (PVC) sewer pipe will be installed in accordance with ASTM D-2321-83.

4.40.3 Lines and Grades

- a. All sewer pipes shall be laid as necessary to provide adequate elevation difference for solids scouring gravity flow, or to the grade as shown on drawings if provided.

4.40.4 Protection and Restoration of Structures, Etc.

- a. All poles, buildings, fences and other surface structures shall be replaced or repaired and left in as good a condition as before the work started.

4.40.5 Protection of Trees

- a. All trees and shrubs along the line of work are to be protected and preserved in their present condition. No excavated material shall be placed so as to injure trees and shrubs. Trees and/or shrubs destroyed by negligence of CONTRACTOR or his employee shall be replaced by the CONTRACTOR with new stock of similar size and age, at the proper season, and at the sole expense of the contractor.

4.40.6 Protection of Water and Gas Mains, Storm Drains, Subsurface Structures

- a. All water pipes, gas lines, telephone conduits, storm water drains and other subsurface structures shall be properly supported and protected during and after construction and repaired or replaced, if necessary, and left in as good condition as before work started.

4.40.7 Excavation

- a. In general, excavation shall be open-cut with vertical sides.
- b. The CONTRACTOR shall confine his excavation to the least width that will allow easy installation of the sewer and its appurtenances

4.40.8 Permissible Length of Open Trench

- a. The length of trench to be opened or the area of the surface to be disturbed or restored to its original condition at any one time shall be limited. New trenching will not be permitted when earlier trenches need backfilling.
- b. The CONTRACTOR must protect the sides of his trench by such shoring or bracing as is necessary to make the trench secure from caving. Open excavations must be protected in accordance with the U.S. Department of Labor - Occupational Safety and Health Administration Standards for Excavation, 29 CFR Part 1926, Subpart P - Excavations.
- c. The CONTRACTOR will be held fully responsible for all damage to person, property, pavement or structures that may be caused by settlement or caving of the banks of the trench.

4.40.9 Bedding of Sewer Pipe

- a. Bedding: Bedding materials (typically: no. 67(preferred) or 57 Limestone) should be placed to provide uniform and adequate longitudinal support under the pipe. Blocking shall not be used to bring the pipe to grade. Bell holes at each joint shall be provided to permit the joint to be assembled properly while maintaining uniform pipe support. A compacted depth of 4 to 6 inches is generally sufficient bedding thickness.
- b. Haunching: Material should be placed and consolidated under the pipe haunch to provide adequate side support to the pipe while avoiding both vertical and lateral displacement of the pipe from proper alignment. Where coarse materials with voids have been used for bedding, the same coarse material shall also be used for haunching. Haunching is placed up to the pipe springline.

4.40.10 Dewatering

- a. No sewer will be permitted to be laid except in a relatively dry trench. Running water shall be completely blocked off by de-watering and/or sheeting, and no sewer shall be laid in a trench into which undue amounts of sand is flowing. The trench must be dry and clean enough to assure that the hub and spigot of the pipe are perfectly dry before a joint is made.
- b. All removal and handling of water required to maintain dry trenches or other excavations for the construction of sewers or other structures in the dry trench shall be at the expense of the CONTRACTOR.

4.40.11 Backfilling and Tamping

- a. All trenches or excavation shall be backfilled to the original surface of the ground or to such other grades as may be shown and directed.
- b. In backfilling sewer or other pipe trenches, no large stone or broken concrete shall be placed nearer than two feet (2') from the pipe at any point. The backfilling around and over the pipe shall be carefully done by hand and tamped with suitable tools of approved weight to a point one foot above the top of the pipe. In no case will backfilling material from a bucket be allowed to fall directly on a sewer and in all cases the bucket must be lowered so that the shock of falling earth will not damage the sewer structures. All backfilling will be carried on as speedily as possible.
- c. In backfilling around concrete or other structures, all lumber, rubbish, braces and refuse shall be removed from behind the walls before backfilling is started. Backfilling shall be made in a manner to prevent after-settlement, be tamped or wet down, and left at the proper grade with a smooth even surface.
- d. Surface of backfill shall be maintained until stabilized. The top 8 inches of trench in streets and roadways shall be filled with compacted limestone. Surface of the trench shall be slightly crowned to drain. The resulting surface shall be maintained free of potholes for a period of up to twenty-one (21) days or until asphalt or concrete surface is applied by the line CONTRACTOR, at NO DIRECT PAY.
- e. If not provided for in the special provisions, all material not required for backfilling or grading shall be removed and disposed of by the CONTRACTOR at locations as directed by the OWNER

at the CONTRACTOR'S expense. The maximum hauls for the disposal of surplus shall not exceed ten (10) miles.

4.40.12 Laying of Sewers

- a. All sewer pipes and specials shall be carefully inspected before being laid and no cracked, broken and/or defective pipe or special shall be used in the work.
- b. The pipe and fittings shall be so laid in the trench that after the sewer is completed, the invert thereof shall conform accurately to grades and alignment.
- c. Depression shall be left in the trench bottom for each bell when needed and be of such depth to ensure proper and satisfactory bearing along the entire length of each pipe and to allow sufficient space for making joints properly. Bell holes shall be no longer than needed for making up joint.
- d. After the pipe has been laid, the best material available from excavation in the immediate vicinity of where the pipe is being laid shall be used to backfill around and over the pipe in the manner previously specified. The OWNER reserves the right to request suitable material should none exist.
- e. Whenever pipe laying is stopped, whether for the night or for any other cause, the end of the pipe shall be securely closed to prevent the entrance of water, mud or other matter, and shall be secured in such a manner as to prevent the end pipe from being dislodged by any sliding or other movement of backfilling.

4.40.13 Branch Line - Tees

- a. Service tees for the reception of house connections shall be built or cut into pipe sewers at locations designed by the OWNER.

4.40.14 Risers

- a. Risers consisting of 6-inch sewer pipe and specials surrounded by limestone, shall be built or cut into the sewer at depths greater than 6 feet. Risers shall be topped and capped with specials that will allow inline vertical access to the Riser interior. Care should be taken to surround and support the pipe thoroughly by limestone and to keep the interior of the pipe and specials clean and free from obstructions.

4.40.15 Sewer House Connections

- a. For installation or replacement of entire sewer house connections; CONTRACTOR shall lay 6-inch sewer from tee openings in the main sewers to such points near the right-of-way lines, and in most cases shall install a new 6" Clean Out (TPCG standard configuration), or connect to existing Clean Out if available and in good condition.
- b. For point repair or partial repair of an existing sewer house connections; in addition to the point repair and in most cases, CONTRACTOR shall install, near the right-of-way line, a new 6" Clean Out (TPCG standard configuration), or connect to existing Clean Out if available and in good condition.
- c. The standard house connection will have a depth of not exceeding 5 feet at the right-of-way line and not exceeding 6 feet at the main sewer; these depths measured from the existing ground surface to the bottom of the barrel of the house connection pipe.
- d. CONTRACTOR shall inform OWNER of any non-standard house sewer configuration or clean out prior to performing removals, repairs, or new installations. OWNER shall then, in most cases, decide if removal, repair, or new installation shall be performed. See attachment, "TPCG Standard Sewer Service Clean Out Configuration".
- e. All unused or uncompleted openings in sewer house connections shall be closed with caps or plugs of the same material as the pipe. Caps and plugs shall be held in place by other means than the joint material. Caps will be so designed and jointed as to be substantially watertight under service conditions, but removable without substantial risk of damage to the pipe bell.
- f. Joints in sewer house connections shall be made with the same material and in the same manner as is required for joints in sewers.

4.40.16 Connections to Existing Manholes

a. New gravity or force main sewers that connect to an existing manhole shall be sealed with a flexible boot of resilient EDPM rubber in accordance with ASTM C-923, or as shown on the plans if provided, or as approved by OWNER. The Contractor at no additional expense to Owner shall repair any damage inflicted by Contractor to existing manhole.

b. Existing sewer shall be blocked off during time that invert is being worked on. No debris shall be allowed to enter existing sewer.

4.40.17 Installation of New Sewer Manholes

a. New sewer manhole installations shall be as per ASTM C-478, or as shown on plans if provided, or as approved by OWNER.

4.40.18 Connections to New Sewer Manholes

a. Gravity or force main sewers that connect to new sewer manholes shall be sealed with a flexible boot of resilient EDPM rubber in accordance with ASTM C-923 or as shown on plans if provided, or as approved by OWNER.

4.40.19 Infiltration Barriers on New and/or Existing Sewer Manholes

a. Whenever possible, CONTRACTOR shall install an infiltration barrier to the exterior of manhole frames, risers, and joints on new *sewer* manholes (during installation), and on frames and risers of existing *sewer* manholes (when exposed) even if the work is ordered by another Parish Division or entity.

CONTRACTOR shall confirm OWNER'S approval prior to any work or installation of barrier material for any other entity. NOTE: If ordered by another entity, and approved by this Division, CONTRACTOR shall invoice that entity for said work.

b. The barrier material shall be Wrapid Seal Manhole Encapsulation System (manufactured by CANUSA), or another product of OWNER'S choice, and the material shall be provided by OWNER.

c. Installation shall be as per the manufacturer's instructions. CONTRACTOR'S installation personnel shall be trained in the proper installation of the barrier material prior to commencing work. For warranty purposes, training shall be approved by the barrier material manufacturer, in a format that manufacturer approves, i.e. manufacturer's representative, video recording, literature, etc. Manufacturer shall submit written approval of training to this Division prior to CONTRACTOR commencing work.

4.40.20 Water Tight Construction

a. It is imperative that all sewers and manholes be built or repaired practically water-tight and that the CONTRACTOR must adhere rigidly to the specifications for material and workmanship. After completion, the sewers or sections therefore will be tested and/or gauged, and if infiltration (leakage into sewer) is above allowable limits specified, the sewer will be rejected.

4.40.21 Cleaning and Visual Inspection

a. Upon completion of a section, the sewer line is to be cleaned and all deposits removed. A visual inspection of each section will then be made to determine any visual leaks or protruding joint material; that the sewer main was constructed to true lines and grade and that each section examined from either end shows a full circle of light. Said inspection shall be made by lamping, by sunlight with the use of mirrors, or by Closed Circuit Television (CCTV)(usually performed by OWNER), or a combination of those techniques. Any defects revealed during the inspection shall be reported to the CONTRACTOR for his immediate repair.

4.41 Measurements and Payments - Sewage

4.41.1 General

a. All quantities shall be measured and tabulated by both the OWNER and CONTRACTOR. Requests for payment and supporting data shall include separate time sheets and supporting

invoices for proposed items and time and material work. All supporting data and invoices shall be prepared by the CONTRACTOR and give to the OWNER sufficiently in advance of payment date to permit thorough checking of all quantities.

b. CONTRACTOR shall submit a daily report and daily sketch sheet showing lines, fittings, valves, taps, etc., installed with sufficient data to accurately locate these items after trench has been backfilled.

c. The CONTRACTOR shall furnish the OWNER whatever assistance is required, laborers, clerks and records that will enable the OWNER to expeditiously check all estimates and especially the final quantities of the project.

d. Rental of sheet pile will be paid by the number of sheets per each day used for shoring of trenches to repair sewer lines, manholes, force mains, and/or where excavation depth requires shoring.

e. All equipment relating to the safety of field personnel that the Contractor deems necessary in performing all work shall be incidental to the task being performed and not subject to additional pay.

Official Proposal Form

The undersigned Proposer hereby declares and represents that she/he has carefully examined the Proposal Documents; has not received, relied on, or based her/his proposal on any verbal instructions contrary to the Proposal Documents or any addenda; is personally familiar with the work; and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the required work, all in strict accordance with the Proposal Documents prepared by Terrebonne Parish Consolidated Government and dated 2020.

Proposers must acknowledge all addenda. The Proposer acknowledges receipt of the following addenda: (enter the number assigned to each of the addenda that the Proposer is acknowledging:

NAME OF PROPOSER: _____

ADDRESS OF PROPOSER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF PROPOSER: _____

TITLE OF AUTHORIZED SIGNATORY OF PROPOSER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF PROPOSER: _____

DATE: _____

**Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the proposal unless the Proposer has complied with LA R.S. 38:2212(A)(l)(c) or R.S. 38:2212 (0)

**Official Proposal Form
(Price Sheet)**

Item#	QTY	UOM	Description	Unit Price	Extended Price
1	500	S.Y.	CONCRETE REMOVAL & DISPOSAL PER SQUARE YARD PER INCH THICKNESS (0-30)		
2	500	S.Y.	CONCRETE REMOVAL & DISPOSAL PER SQUARE YARD PER INCH THICKNESS (30.1 - 90)		
3	500	S.Y.	CONCRETE REMOVAL & DISPOSAL PER SQUARE YARD PER INCH THICKNESS (90.1 - 1000)		
4	200	S.Y.	PORTLAND CEMENT CONCRETE PAVING (PCCP) (EXCLUDING COST OF CONCRETE AND DOWEL BAR BASKETS BUT INCLUDING JOINT MATERIAL, 2" SAND BASE, SEALING JOINTS, CURING PAVEMENT AND ALL OTHER MATERIALS) PCCP 4" THICK, 3000 psi - 28 DAYS (0-30)		
5	200	S.Y.	PORTLAND CEMENT CONCRETE PAVING (PCCP) (EXCLUDING COST OF CONCRETE AND DOWEL BAR BASKETS BUT INCLUDING JOINT MATERIAL, 2" SAND BASE, SEALING JOINTS, CURING PAVEMENT AND ALL OTHER MATERIALS) PCCP 4" THICK, 3000 psi - 28 DAYS (30.1 -90)		
6	500	S.Y.	PORTLAND CEMENT CONCRETE PAVING (PCCP) (EXCLUDING COST OF CONCRETE AND DOWEL BAR BASKETS BUT INCLUDING JOINT MATERIAL, 2" SAND BASE, SEALING JOINTS, CURING PAVEMENT AND ALL OTHER MATERIALS) PCCP 6" THICK, TYPE B, 4000 psi, 28 DAYS(0-30)		
7	500	S.Y.	PORTLAND CEMENT CONCRETE PAVING (PCCP) (EXCLUDING COST OF CONCRETE AND DOWEL BAR BASKETS BUT INCLUDING JOINT MATERIAL, 2" SAND BASE, SEALING JOINTS, CURING PAVEMENT AND ALL OTHER MATERIALS) PCCP 6" THICK, TYPE B, 4000 psi, 28 DAYS (30.1-90)		
8	500	S.Y.	PORTLAND CEMENT CONCRETE PAVING (PCCP) (EXCLUDING COST OF CONCRETE AND DOWEL BAR BASKETS BUT INCLUDING JOINT MATERIAL, 2" SAND BASE, SEALING JOINTS, CURING PAVEMENT AND ALL OTHER MATERIALS) PCCP 6" THICK, TYPE B, 4000 psi, 28 DAYS (90.1 - 1000)		

Item#	QTY	UOM	Description	Unit Price	Extended Price
9	250	S.Y.	PORTLAND CEMENT CONCRETE PAVING (PCCP) (EXCLUDING COST OF CONCRETE AND DOWEL BAR BASKETS BUT INCLUDING JOINT MATERIAL, 2" SAND BASE, SEALING JOINTS, CURING PAVEMENT AND ALL OTHER MATERIALS) PCCP, 8" THICK, TYPE B, 4000 psi, 28 DAYS (0-30)		
10	250	S.Y.	PORTLAND CEMENT CONCRETE PAVING (PCCP) (EXCLUDING COST OF CONCRETE AND DOWEL BAR BASKETS BUT INCLUDING JOINT MATERIAL, 2" SAND BASE, SEALING JOINTS, CURING PAVEMENT AND ALL OTHER MATERIALS) PCCP, 8" THICK, TYPE B, 4000 psi, 28 DAYS (30.1-90)		
II	250	S.Y.	PORTLAND CEMENT CONCRETE PAVING (PCCP) (EXCLUDING COST OF CONCRETE AND DOWEL BAR BASKETS BUT INCLUDING JOINT MATERIAL, 2" SAND BASE, SEALING JOINTS, CURING PAVEMENT AND ALL OTHER MATERIALS) PCCP, 8" THICK, TYPE B, 4000 psi, 28 DAYS (90.1-1000)		
12	50	S.Y.	PORTLAND CEMENT CONCRETE PAVING (PCCP) (EXCLUDING COST OF CONCRETE AND DOWEL BAR BASKETS BUT INCLUDING JOINT MATERIAL, 2" SAND BASE, SEALING JOINTS, CURING PAVEMENT AND ALL OTHER MATERIALS) PCCP 10" THICK TYPE B 4000 psi, 28 DAYS (0-30)		
13	10	S.Y.	PORTLAND CEMENT CONCRETE (PCC) CURBS (ONLY EXCLUDING COST OF CONCRETE BUT INCLUDING ALL OTHER MATERIALS PLUS CONSTRUCTION EXPANSION FELT AT ALL SIDEWALKS, PARKING LOTS AND DRIVEWAYS) 6" BARRIER TYPE, TO INCLUDE DOWELS IN CONJUNCTION W/ NEW PAVING. (PCC CURB, EXTRUDED)		
14	5	L.F.	PORTLAND CEMENT CONCRETE (PCC) CURBS (ONLY EXCLUDING COST OF CONCRETE BUT INCLUDING ALL OTHER MATERIALS PLUS CONSTRUCTION EXPANSION FELT AT ALL SIDEWALKS, PARKING LOTS AND DRIVEWAYS) 6" BARRIER TYPE, TO INCLUDE REMOVAL OF EXISTING CURB AND USING EXISTING DOWELS (PCC CURB, EXTRUDED)		
15	5	L.F.	PORTLAND CEMENT CONCRETE (PCC) CURBS (ONLY EXCLUDING COST OF CONCRETE BUT INCLUDING ALL OTHER MATERIALS PLUS CONSTRUCTION EXPANSION FELT AT ALL SIDEWALKS, PARKING LOTS AND DRIVEWAYS) 6" BARRIER TYPE, TO INCLUDE #4 "U" SHAPED CURB DOWELS SPACED 2'- 0" O.C. ANCHORED INTO EXISTING SLAB. INCLUDES DRILLING AND EPOXY AND REMOVAL AND DISPOSAL OF EXISTING CONCRETE (PCC CURB, EXTRUDED)		

Item#	QTY	UOM	Description	Unit Price	Extended Price
16	5	L.F.	PORTLAND CEMENT CONCRETE (PCC) CURBS (ONLY EXCLUDING COST OF CONCRETE BUT INCLUDING ALL OTHER MATERIALS PLUS CONSTRUCTION EXPANSION FELT AT ALL SIDEWALKS, PARKING LOTS AND DRIVEWAYS) 12" ROLL-OVER TYPE, TO INCLUDE APPROVED #4 "U" SHAPED DOWELS WHEN INSTALLED ON EXISTING SLAB. INCLUDES DRILLING AND EPOXY. INCLUDE REMOVAL AND DISPOSAL OF EXISTING CURB. (PCC CURB)		
17	5	L.F.	PORTLAND CEMENT CONCRETE (PCC) CURBS (ONLY EXCLUDING COST OF CONCRETE BUT INCLUDING ALL OTHER MATERIALS PLUS CONSTRUCTION EXPANSION FELT AT ALL SIDEWALKS, PARKING LOTS AND DRIVEWAYS) 12" ROLL-OVER TYPE, TO INCLUDE REMOVAL OF EXISTING CURB AND USING EXISTING DOWELS. (PCC CURB)		
18	5	L.F.	PORTLAND CEMENT CONCRETE (PCC) CURBS (ONLY EXCLUDING COST OF CONCRETE BUT INCLUDING ALL OTHER MATERIALS PLUS CONSTRUCTION EXPANSION FELT AT ALL SIDEWALKS, PARKING LOTS AND DRIVEWAYS) 12" ROLL-OVER TYPE, WITH NEW SLAB, PAYING PROPERLY DOWELED WITH "U" SHAPED CURB BARS (PCC CURB)		
19	20	L.F.	DRAINAGE AND SANITARY SEWER PIPE INSTALLATION: REINFORCED CONCRETE PIPE (RCP) DRAINLINE INSTALLATION 0-5'CUT 12" DIAMETER		
20	8	L.F.	DRAINAGE AND SANITARY SEWER PIPE INSTALLATION: REINFORCED CONCRETE PIPE (RCP) DRAINLINE INSTALLATION 0-5'CUT 15" DIAMETER		
21	8	L.F.	DRAINAGE AND SANITARY SEWER PIPE INSTALLATION: REINFORCED CONCRETE PIPE (RCP) DRAINLINE INSTALLATION 0-5'CUT 18" DIAMETER		
22	8	L.F.	DRAINAGE AND SANITARY SEWER PIPE INSTALLATION: REINFORCED CONCRETE PIPE (RCP) DRAINLINE INSTALLATION 0-5'CUT 24" DIAMETER		
23	20	L.F.	DRAINAGE AND SANITARY SEWER PIPE INSTALLATION: CORRUGATED METAL PIPE (CMP) DRAINLINE INSTALLATION 0-5'CUT 12" I.D.		

Item#	UTY	UOM	Description	Unit Price	Extended Price
24	20	L.F.	DRAINAGE AND SANITARY SEWER PIPE INSTALLATION: CORRUGATED METAL PIPE (CMP) DRAINLINE INSTALLATION 0-5'CUT 15" I.D.		
25	20	L.F.	DRAINAGE AND SANITARY SEWER PIPE INSTALLATION: CORRUGATED METAL PIPE (CMP) DRAINLINE INSTALLATION 0-5'CUT 18" I.D.		
26	20	L.F.	DRAINAGE AND SANITARY SEWER PIPE INSTALLATION: CORRUGATED METAL PIPE (CMP) DRAINLINE INSTALLATION 0-5'CUT 24" I.D.		
27	8	L.F.	DRAIN PIPE INSTALLATION, NEW INSTALLATION ONLY (EXCLUDING MATERIAL COST) REINFORCED CONCRETE PIPE (RCP) DRAINLINE INSTALLATION 0-5' CUT 36" DIAMETER		
28	8	L.F.	DRAIN PIPE INSTALLATION, NEW INSTALLATION ONLY (EXCLUDING MATERIAL COST) REINFORCED CONCRETE PIPE (RCP) DRAINLINE INSTALLATION 0-5' CUT 48" DIAMETER		
29	20	L.F.	CORRUGATED METAL PIPE (CMP) DRAINLINE INSTALLATION 0- 5'CUT 36" I.D.		
30	20	L.F.	CORRUGATED METAL PIPE (CMP) DRAINLINE INSTALLATION 0- 5'CUT 48" I.D.		
31	20	L.F.	DRAINAGE AND SANITARY SEWER PIPE INSTALLATION: 6" DIAMETER PVC SANIITARY SEWER LINE 0' -5' CUT		
32	20	L.F.	DRAINAGE AND SANITARY SEWER PIPE INSTALLATION: 8" DIAMETER PVC SANIITARY SEWER LINE 0' -5' CUT		
33	20	L.F.	DRAINAGE AND SANITARY SEWER PIPE INSTALLATION: 10" DIAMETER PVC SANIITARY SEWER LINE 0' -5' CUT		
34	20	L.F.	DRAINAGE AND SANITARY SEWER PIPE INSTALLATION: 12" DIAMETER PVC SANIITARY SEWER LINE 0' -5' CUT		
35	1	EACH	DRAINAGE AND SANITARY SEWER PIPE INSTALLATION: 6" CLEAN OUT TPCG STANDARD CONFIGURATION AS PER EXHIBIT !OF GRAVITY SEWER PIPE AND MANHOLE INSTALLATION 0' - 5' CUT		

Item#	UTY	UOM	Description	Unit Price	Extended Price
36	1	EACH	DRAINAGE AND SANITARY SEWER STRUCTURES (EXCLUDING TRANSPORTATION AND MATERIALS COST) 0-5' CUT: HEAVY DUTY DROP INLET, 24"X24" OR 18"X18" OPEN GRATE WIFRAME, 8" BRICK WALL, 6" REINF. CONCRETE TOP AND SLAB FOUNDATION (12" TO 18" PIPE)		
37	1	EACH	DRAINAGE AND SANITARY SEWER STRUCTURES (EXCLUDING TRANSPORTATION AND MATERIALS COST) 0-5' CUT: HEAVY DUTY DROP INLET, 24"x24" OR 18"x18" OPEN GRATE w/FRAME, 8" BRICK WALL, 6" REINF. CONCRETE TOP AND SLAB FOUNDATION (21" TO 30" PIPE)		
38	1	EACH	DRAINAGE AND SANITARY SEWER STRUCTURES (EXCLUDING TRANSPORTATION AND MATERIALS COST) 0-5' CUT: YARD DRAIN 12" X 12" OPEN GATE W/FRAME (12" TO 18" PIPE)		
39	1	EACH	DRAINAGE AND SANITARY SEWER STRUCTURES (EXCLUDING TRANSPORTATION AND MATERIALS COST) 0-5' CUT: CATCH BASIN, (RCB)-3 MOD., 8" BRICK WALL, 6" REINF. CONCRETE TOP AND SLAB FOUNDATION (12" TO 18" PIPE)		
40	1	EACH	DRAINAGE AND SANITARY SEWER STRUCTURES (EXCLUDING TRANSPORTATION AND MATERIALS COST) 0-5' CUT: CATCH BASIN, (RCB)-3 MOD., 8" BRICK WALL, 6" REINF. CONCRETE TOP AND SLAB FOUNDATION (21" TO 30" PIPE)		
41	1	EACH	DRAINAGE AND SANITARY SEWER STRUCTURES (EXCLUDING TRANSPORTATION AND MATERIALS COST) 0-5' CUT: CATCH BASIN, RCB 7, 8"BRICK WALL 6" REINF. CONCRETE TOP AND SLAB FOUNDATION (12" TO 18" PIPE)		
42	1	EACH	DRAINAGE AND SANITARY SEWER STRUCTURES (EXCLUDING TRANSPORTATION AND MATERIALS COST) 0-5' CUT: CATCH BASIN, RCB 7, 8"BRICK WALL 6" REINF. CONCRETE TOP AND SLAB FOUNDATION (21" TO 30" PIPE)		
43	1	EACH	DRAINAGE AND SANITARY SEWER STRUCTURES (EXCLUDING TRANSPORTATION AND MATERIALS COST) 0-5' CUT: CATCH BASIN, HEAVY DUTY 24"x36" OPEN GRATE w/FRAME, 8" BRICK WALL 6" REINF. CONCRETE TOP AND SLAB FOUNDATION (12" TO 18" PIPE)		

Item#	QTY	UOM	Description	Unit Price	Extended Price
44	1	EACH	DRAINAGE AND SANITARY SEWER STRUCTURES (EXCLUDING TRANSPORTATION AND MATERIALS COST) 0-5' CUT: CATCH BASIN, HEAVY DUTY 24"x36" OPEN GRATE w/FRAME, 8" BRICK WALL 6" REINF. CONCRETE TOP AND SLAB FOUNDATION (12" TO 18" PIPE)		
45	1	EACH	DRAINAGE AND SANITARY SEWER STRUCTURES (EXCLUDING TRANSPORTATION AND MATERIALS COST) 0-5' CUT: CATCH BASIN, HEAVY DUTY 24"x36" OPEN GRATE w/FRAME, 8" BRICK WALL 6" REINF. CONCRETE TOP AND SLAB FOUNDATION (21" TO 30")		
46	1	EACH	DRAINAGE AND SANITARY SEWER STRUCTURES (EXCLUDING TRANSPORTATION AND MATERIALS COST) 0-5' CUT: SEWER MANHOLE --0-5' CUT CONSTRUCTED ACCORDING TO ASTM-C-478 STANDARD AS PER TPCG SEWER DEPARTMENT SPECIFICATIONS (IN TECHNICAL SECTION)		
47	1	EACH	DRAINAGE AND SANITARY SEWER STRUCTURES (EXCLUDING TRANSPORTATION AND MATERIALS COST) 0-5' CUT: EXTERNAL CHIMNEY SEAL - TO EXCAVATE, CLEAN OFF AREA TO SEAL, RESEAL CASTING, APPLY HEAT SHRINK RAP ACCORDING TO MANUFACTURER'S SPEC. , AND BACKFILL EXCAVATION FOR PAVEMENT		
48	1	EACH	DRAINAGE/MANHOLE STANDARD 8" BRICK WALL OR PRECAST, RCB-13, AVERAGE 48" BOTTOM DIAMETER, 8" REINF. CONCRETE SLAB FOUNDATION		
49	1	EACH	DRAINAGE STRUCTURES (EXCLUDING TRANSPORTATION AND MATERIALS COST) 0-5' CUT JUNCTION BOX, 8" BRICK WALL, RCB 3MOD. CASTING OPEN GATE COVER w/FRAME, 6" REINF. CONCRETE SLAB		
50	20	L.F.	SAW CUT PCCP PER LINEAR FOOT PER INCH THICKNESS (MAXIMUM 4" DEPTH) SAW CUT, PER/1" DEPTH (0-30)		
51	20	L.F.	SAW CUT PCCP PER LINEAR FOOT PER INCH THICKNESS (MAXIMUM 4" DEPTH) SAW CUT PER/1" DEPTH (30.1 -90)		
52	20	L.F.	SAW CUT PCCP PER LINEAR FOOT PER INCH THICKNESS (MAXIMUM 4" DEPTH) SAW CUT PER/1" DEPTH (90.1 & ABOVE)		

Item#	QTY	UOM	Description	Unit Price	Extended Price
53	60	L.F.	CRACK AND JOINT SEALING OF EXISTING JOINTS (INCLUDING CLEANING, TAR SEALANT AND ALL OTHER MATERIALS) LIQUID POURED SEALANT ASPHALT TYPE, PER LINEAR FOOT, (La DOTD APPROVED DEVICE)		
54	1000	HRS	FOREMAN(ONEPERCREW)		
55	40	HRS	CONCRETE FINISHER		
56	3150	HRS	LABORER		
57	40	HRS	SUPERINTENDENT-APPROVAL REQUIRED BEFORE USING ITEM		
58	100	HRS	SKID STEER LOADER OR EQUAL W/ BUCKET, FORKS, AND BREAKER W/OPERATOR		
59	10	HRS	BACKHOE, RUBBER-TIRED W/OPERATOR CASE 580 OR EQUAL WITH BREAKER		
60	210	HRS	DUMP TRUCK W/DRIVER 12 C.Y. OR LARGER		
61	50	HRS	LOW-BOY W/TRACTOR & OPERATOR (EXCLUDING PERMITS & ESCORTS)		
62	10	HRS	FRONT END LOADER W/OPERATOR (3) C.Y. OR EQUAL		
63	10	HRS	TRACTOR W/5 FT. BUSH HOG & OPERATOR		
64	10	HRS	3" PUMP, GAS POWERED		
65	N/A	EACH	ALL HAND TOOLS, CHAINSAWS, PIPE SAWS, COMPACTORS, SMALL ELECTRIC TOOLS, ALL PERSONAL PROTECTION AND OSHA REGULATED SAFETY EQUIPMENT REQUIRED	NO COST	NO COST
66	105	HRS	BULLDOZER D-5 OR EQUIVALENT W/OPERATOR		

Item#	QTY	UOM	Description	Unit Price	Extended Price
67	105	HRS	HYDRAULIC EXCAVATOR- TRACKED W/OPERATOR , 0-50 HORSEPOWER, WITH ATTACHMENTS TO PERFORM NEEDED WORK		
68	105	HRS	HYDRAULIC EXCAVATOR- TRACKED W/OPERATOR, 50.1- 100 HORSEPOWER, WITH ATTACHMENTS TO PERFORM NEEDED WORK		
69	210	HRS	HYDRAULIC EXCAVATOR- TRACKED W/OPERATOR , 100.1-150 HORSEPOWER, WITH ATTACHMENTS TO PERFORM NEEDED WORK		
70	10	HRS	HYDRAULIC EXCAVATOR- TRACKED W/OPERATOR, ISO.I - ABOVE HORSEPOWER, WITH ATTACHMENTS TO PERFORM NEEDED WORK		
71	10	HRS	HYDRAULIC EXCAVATOR- TRACKED W/OPERATOR, LONG ARM(REACH), WITH ATTACHMENTS TO PERFORM NEEDED WORK		
72	1	DAY	VIBRATORY HAMMER -TO DRIVE SHEET PILES AND PILINGS -PER DAY RATE		
73	210	HRS	PICK-UP TRUCK AND/OR TRAILER (FOR CREW, TOOLS, AND SUPPLIES) ONE PER CREW		
74	10	HRS	FLAT BED TRUCK AND/OR TRAILER (CAPACITY 1 TON OR LARGER) (FOR CREW, TOOLS, AND SUPPLIES) ONE PER CREW		
75	10	HRS	AIR COMPRESSOR & JACK HAMMER 175 CFM W/60# HAMMER OR LARGER		
76	10	HRS	GENERATOR (SKW OR SMALLER)		
77	210	HRS	D-3 BULLDOZER OR EQUIVALENT W/OPERATOR		
78	105	HRS	DUMP TRUCK W/DRIVER 8 C.Y. OR PICKUP TRUCK WITH DUMP TRAJLER		
79	1	DAYS	MATS- 18', 20' OR 24' LENGTH		

Item#	QTY	UOM	Description	Unit Price	Extended Price
80	10	HRS	WELDER WITH TRUCK AND MACHINE		
81	20	SHEETS	STEEL SHEETING- 12', 14' OR 16' LENGTH (PER SHEET PER DAY)		
82	7	DAYS	BARRICADE RENTAL- 8' TYPE III WITH LEGS-PER DAY RATE		
83	7	DAYS	BARRICADE RENTAL - 42" LOOPER CONE W/ 30 LB. BASE - PER DAY RATE		
84	7	DAYS	BARRICADE RENTAL-48" X 48" ADVANCE WARNING SIGNS WITH TRIPOD STAND-PER DAY RATE		
85	7	DAYS	BARRICADE RENTAL - WARNING LIGHTS FOR NIGHT TIME - PER DAY RATE		
86	50	HRS	TRACK DUMPTRUCKW/DRIVER, 7CUBICYARD		
87	105	HRS	TRACK DUMP TRUCK W/DRIVER, 12 CUBIC YARD		
88	105	HRS	AIRBOAT 3 PERSON CAPACITY		
89	10	HRS	ATV OFF ROAD FOUR WHEEL DRIVE		
90	10	HRS	UTV 2 OR MORE OCCUPANTS		
91	10	HRS	OPERATOR-IF NEEDED FOR EQUIPMENT RENTAL		
92	25	TONS	ASPHALTIC PAVEMENTS, 2"- 4" OVERLAYS (EXCLUDING MATERIALS) BITUMINOUS HOT-MIX ASPHALT WEARING COURSE (INCLUDING TACK COAT APPLICATION)		
93	25	TONS	ASPHALTIC PAVEMENTS, 2"- 4" OVERLAYS (EXCLUDING MATERIALS) PATCHING (SKIN & DEEP) (!"TO 24") (INCLUDING TACK COAT APPLICATION)		

Item#	QTY	UOM	Description	Unit Price	Extended Price
94	100	S.Y.	PAVEMENT REMOVAL AND DISPOSAL ASPHALT PER S.Y. PER INCH THICKNESS		
95	40	L.F.	SAW CUT ASPHALT CONCRETE PAVEMENT (ACP) PER/1" DEPTH 0-30 L.F. (MAXIMUM 4")		
96	14	C.Y.	AGGREGATE HAULED AND SPREAD PER C.Y. (EXCLUDING COST OF MATERIAL) (ONLY IN TERREBONNE PARISH) ONE WAY DIST. 0-10MILES		
97	14	C.Y.	AGGREGATE HAULED AND SPREAD PER C.Y. (EXCLUDING COST OF MATERIAL) (ONLY IN TERREBONNE PARISH) ONE WAY DIST. 10 MILES AND GREATER		
98	10	L.F.	UNDER CUT BEAM OR FOOTING (12"X12") W/PRIOR APPROVAL (EXCLUDING COST OF CONCRETE)		
99	I	EACH	TRANSVERSE JOINT DOWEL BARS-DRILLED AND EPOXIED		
100	I	EACH	LONGITUDINAL JOINT DOWEL BARS-DRILLED AND EPOXIED		
101	IO	HRS	ASBESTOS CONCRETE PIPE - TWO HOUR MINIMUM CHARGE PER WORK ORDER- CERTIFIED SUPERVISION FOR WORK ON ASBESTOS CONCRETE PIPE		
102	IO	HRS	ASBESTOS CONCRETE PIPE - TWO HOUR MINIMUM CHARGE PER WORK ORDER- CERTIFIED FOREMAN FOR WORK ON ASBESTOS CONCRETE PIPE		
103	IO	HRS	ASBESTOS CONCRETE PIPE - TWO HOUR MINIMUM CHARGE PER WORK ORDER- CERTIFIED LABORER FOR WORK ON ASBESTOS CONCRETE PIPE		
104	IO	HRS	ASBESTOS CONCRETE PIPE - TWO HOUR MINIMUM CHARGE PER WORK ORDER- TOOL TRAILER FOR WORK ON ASBESTOS CONCRETE PIPE		
105	100	L.F.	DIRECTIONAL BORING RIG & TRAILER(1" BORE)		

Item#	QTY	UOM	Description	Unit Price	Extended Price
106	100	L.F.	DIRECTIONAL BORING RIG & TRAILER (2" BORE)		
107	100	L.F.	DIRECTIONAL BORING RIG & TRAILER (3" BORE)		
108	100	L.F.	DIRECTIONAL BORING RIG & TRAILER (4" BORE)		
PROPOSAL TOTAL DOLLARS (WRITTEN IN NUMBERS)					\$
PROPOSAL TOTAL DOLLARS (WRITTEN IN WORDS) :					
			Dollars and _____	Cents	
WORDS				WORDS	

Exhibit 1
Gravity Sewer Pipe and Manhole Installation

TPCG Pollution Control
Standard Sewer Service Clean Out Configuration follows easie/cav &atC Insertion
£ortrench cutS-ft.deoth or less.

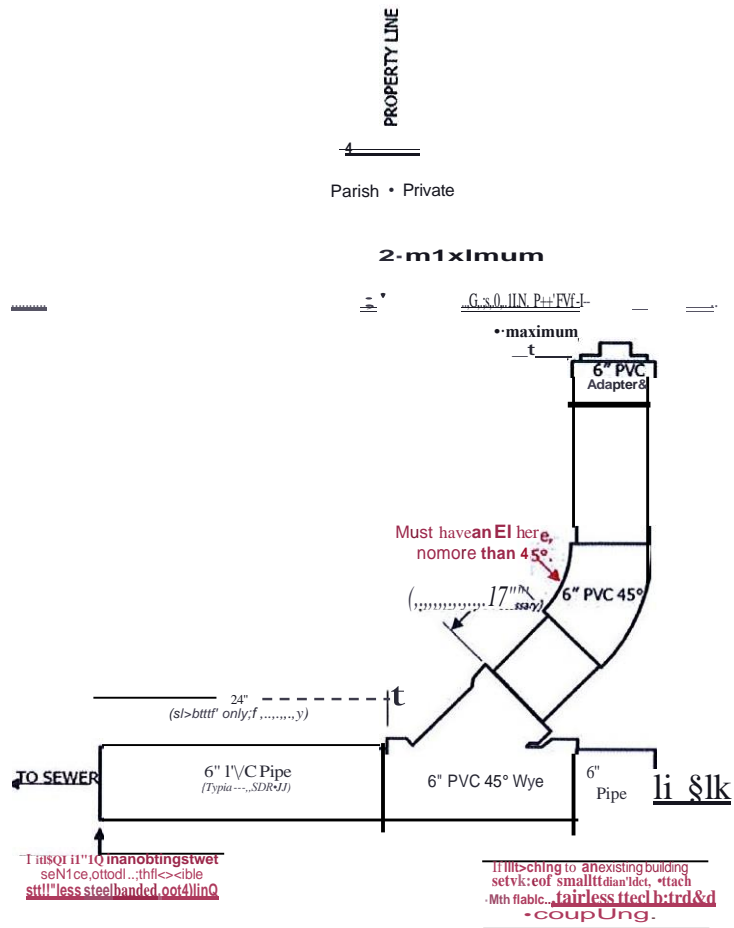
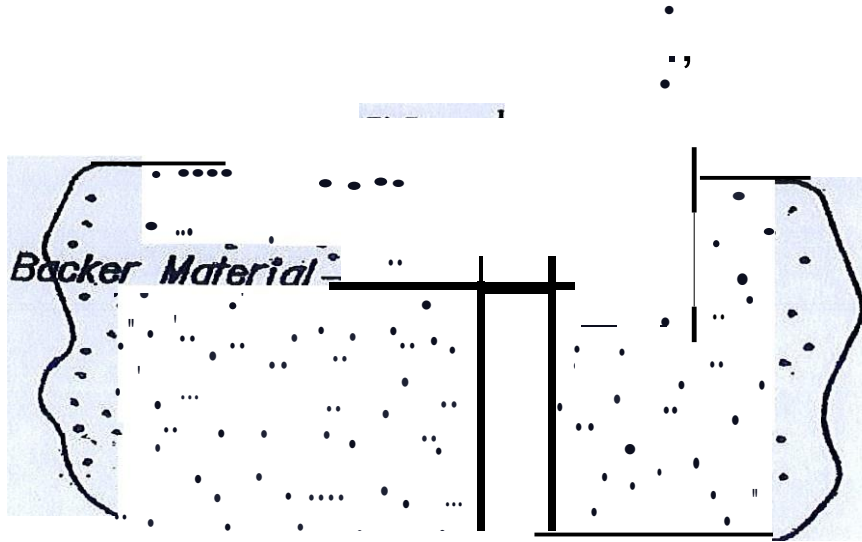


Exhibit II
Joint Seal Details



DETAIL

Exhibit ill
Type BJ (Transverse Butt Joint)

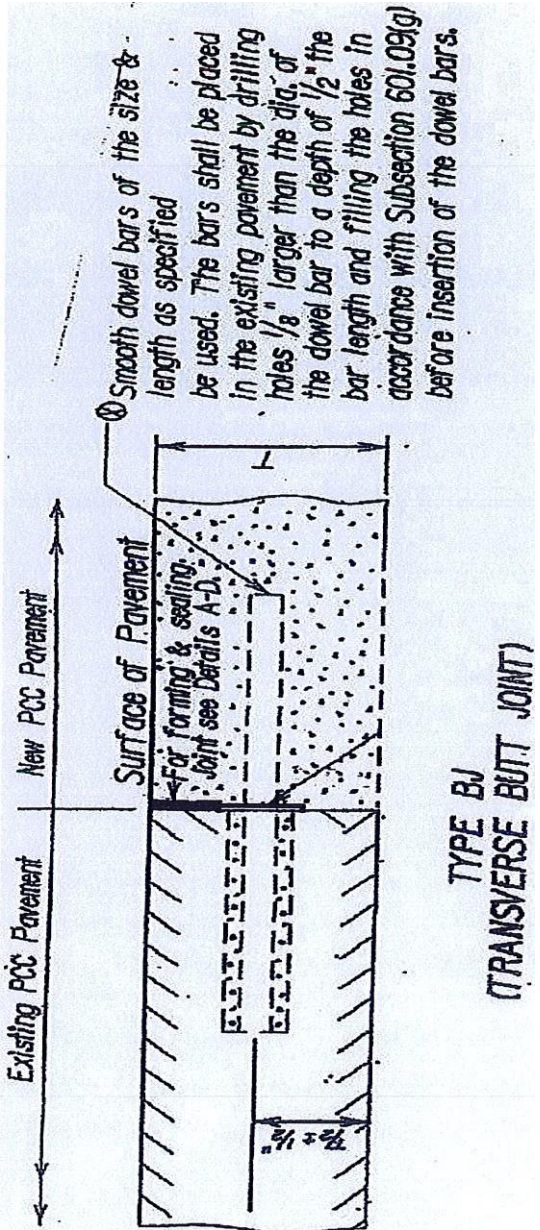


Exhibit IV
Maintenance Service Contract
Job Progress Report

CONTRACTOR _____

JOB LOCATION _____

DEPARTMENT _____
REQUESTING
WORK _____

DATE WORK _____
COMPLETED

FINAL _____
INSPECTION
BY & DATE, _____
INSPECTED

COMMENTS _____
FROM
INSPECTOR _____

WORK (APPROVED/DISAPPROVED) FOR BILLING: _____

SIGNED BY: _____ DATE: _____

Indemnification Agreement

The _____; agrees to defend, indemnify,

Contractor/Subcontractor/Lessee/Supplier

save and hold harmless the Parish of Terrebonne, all Parish Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ it's agents, servants and

Contractor/Subcontractor/Lessee/Supplier

employees, and any and all costs, expense and/or attorney fees incurred by TPCG, all Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees as a result of any such claim, demands, and/or causes of action except those claims, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the sole negligence of TPCG, all Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. _____ agrees to investigate

Contractor/Subcontractor/Lessee/Supplier

agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Company

Signature

Title

Date Accepted _____

Certificate of Insurance Attached? _____ Yes. _____ No

Contract No. 22-1/9-57 for Public Works and Other Depts.
Parish Department

Purpose of Contract: Yearly Maintenance Service Contract

HOLD HARMLESS RELEASE

Date: _____

Location: _____

Description of Work: _____

Terrebonne Parish Consolidated
Government Division or Department
Ordering work: _____

The Contractor has been directed to perform the above referenced work by the particular division or department of TPCG on an emergency basis. The Contractor has requested that any underground utilities be located before the start of this emergency work, and the Division or Department has requested locates of underground utilities from the proper entity (One Call or an appropriate equivalent). Because, however, of the emergency nature of this work and the necessity of this work being performed for the safety of the person and property of the general public, said Division or Department has directed the Contractor to perform such work before the locates have been provided.

Therefore the said Division or Department will hold the Contractor harmless from liability for property damages to any underground utilities resulting from the performance of said work. Notwithstanding the above, the Contractor shall still remain liable for any damages resulting from the Contractor's gross negligence and any damages resulting from the Contractor's failure to do the work in a prudent and professional manner, and any other damages to persons or property beyond the actual damages inflicted upon the involved underground utility.

NAME OF CONTRACTOR'S
COMPANY: _____

NAME OF PERSON SIGNING ON BEHALF
OF CONTRACTOR: _____

TITLE OF PERSON SIGNING: _____

DNISION OR DEPARTMENT OF
TERREBONNE PARISH CONSOLIDATED
GOVERNMENT: _____

**AFFIDAVIT
VERIFICATION OF CITIZENSHIP
(To be submitted within ten day of Notice of Award)**

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

(name)

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

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

2. I swear that _____ is registered and participates in a status verification system
(company)

to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

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

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

Name: _____

Title: _____

Company: _____

Sworn to and subscribed before me at Houma, Louisiana, on this _____ day of _____ 20

Notary Public

AFFIDAVIT OF NON-COLLUSION

(To be submitted within ten day of Notice of Award)

STATE OF _____

PARISH OF _____

_____, Being first duly sworn deposes
and says:

that he is _____

(A partner or officer of the firm of, etc.)

The party making the foregoing proposal or Proposal, that such proposal or Proposal is genuine and not conspired, connived or agreed, said Proposers has not colluded, conspired, connived or agreed, directly or indirectly sought by agreement or collusion, or communication conference, with any person, to fix the Proposal price of affiant or of any other Proposers, or to fix any overhead, profit, or cost element of said Proposal price, or of that of any other Proposers, or to secure any advantage against the Terrebonne Parish Government or any other party interested in the proposed Contract; and that statements in said proposal or Proposal are true.

APPEARER FURTHER DECLARES that he will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes.

By: _____

Title

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

Notary Public

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. 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 Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official Name and

Title of Contractor's Authorized Official

Date