

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

HURRICANE IDA

REQUEST FOR BID

TPCG

Hurricane Ida Street Sign Replacement

Prepared By:

Royal Engineering



1501 Religious St.

New Orleans, LA 70130

Invitation to Bidders

Terrebonne Parish Consolidated Government

Sealed bids will be received until the hour of 2:00 pm on April 25, 2023, by Terrebonne Parish Consolidated Government Purchasing Division in the City of Houma Service Complex, 301 Plant Road, Houma Louisiana and reviewed for furnishing all supervision, labor, materials, equipment, etc. and performing all work necessary for: TPCG Hurricane Ida Street Sign Replacement.

Bid documents are posted on http://www.centralauctionhouse.com/rfp.php?cid=65. To view these, download, and receive bid notices by e-mail, you must register with Central Auction House (CAH). Vendors/Contractors have the option to submit their bids electronically or by paper copy. For information about the electronic submittal process, contact Ted Fleming with Central Auction House at 1-225-810-4814.

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

The mailing address for bids is City of Houma Service Complex 301 Plant Road

Houma, Louisiana 70363

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

This project consists of furnishing all supervision, labor, material, and equipment necessary to perform TPCG Hurricane Ida Street Sign Replacement.

The time stipulation in LA RS 38:2215 for award of contract is not applicable because the contract is to be financed in whole or in part by federal or other funds which may not be readily available at the time bids are received.

Electronic drawings and specifications are on file and can be secured from Royal Engineering via email- bdimartino@royalengineering.com, calbert@royalengineering.net and thaley@royalengineering.net.

Terrebonne Parish Consolidated Government is an Equal Opportunity Employer. Terrebonne Parish Consolidated Government also encourages all small and minority-owned firms and women's business enterprises (DBE's including MBE's, WBE's and SBE's) to apply.

A Non-mandatory Pre-Bid Conference will be held on **April 11, 2023, at 9:00 am** at the office of the Terrebonne Parish Consolidated Government Purchasing Division, located at 301 Plant Road, Houma, Louisiana 70363.

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

/s/ Gordon E. Dove
GORDON E. DOVE, PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT

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REQUEST FOR BID

Terrebonne Parish Consolidated Government Hurricane Ida Street Sign Replacement

PART I: OVERVIEW

1.1 Background

Terrebonne Parish Consolidated Government (TPCG) suffered catastrophic damage to its many facilities caused by high velocity wind and flood waters as a result of Hurricane Ida. The Owner, TPCG, requires a Contractor to remove and replace street sign and sign support poles throughout the parish.

1.2 Definitions

- A. Shall The term "shall" denote mandatory requirements.
- B. Must The term "must" denotes mandatory requirements.
- C. May The term "may" denotes an advisory or permissible action.
- D. Should The term "should" denotes a desirable action.
- E. Contractor A Respondent who contracts with the Owner.
- F. Owner Terrebonne Parish Consolidated Government (TPCG)
- G. <u>Discussions-</u> For the purposes of this Bid, a formal, structured means of conducting written or oral communications/presentations with responsible Respondents who submit bids in response to this Bid Request.
- H. Bid–The and any attachments and amendments thereto.
- I. Respondent Person or entity responding to this Bid Request.
- J. Agreement A contract between the Contractor and the Owner.

1.3 Schedule of Events

<u>Date</u> <u>Time (CT)</u>

Bid Due Date April 25, 2023 2:00 PM

Contract Initiation TBD

NOTE: The Owner reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the Bid Request.

1.4 Bid Submittal

All Bids shall be in writing and shall be received by Royal Engineering on behalf of TPCG **no later than the date and time shown in the Schedule of Events.**

Bids must be submitted through Central Auction House or delivered to TPCG purchasing.

Respondent is solely responsible for the timely delivery of its proposal. Failure to meet the Bid Due Date shall result in rejection of the Bid.

In the event that Contractor is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, as an additional provision, Contractor should supply a certified copy of a corporate resolution or other written evidence of authority of person signing the Bid/proposal.

BIDS SHALL BE CONSIDERED AT THE TIME OF DEADLINE

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of work/Services

The Scope of Work ("SOW") is summarized as follows:

- Removal and Disposal of existing damaged signs and sign poles/posts
- Relocation of street signs
- Furnish and install new sign poles/posts
- Furnish and install new signs

ALL SIGNS ARE TO BE CLASSIFIED AS A "CONVENTIONAL SINGLE LANE ROAD SIGN" UNLESS SIZE IS CALLED OUT ON THE BID ITEM. PLEASE SEE THE MUTCD CODE CHART IN "ATTACHMENT C."

THE "REMOVE AND RELOCATE SIGN" BID ITEM IS THE CLASSIFICATION OF AN UNDAMEGED SIGN ON A DAMAGED POST. THESE SIGNS ARE TO BE REMOVED FROM DAMAGED POST AND REINSTALLED ON NEW POST.

CONTRACTOR IS TO PROVIDE ALL MATERIAL, LABOR, AND EQUIPMENT TO ACHIEVE THE INTENDED OUTCOME OF THIS CONTRACTED WORK.

ALL NEW REPLACEMENT SIGNS AND POSTS/POLES ARE TO BE PROVIDED BY CONTRACTOR.

ALL WORK REQUIRED IN CONTRACT SHALL BE IN COMPLIANCE WITH MUTCD AND LADOTD STANDARDS.

All work shall be executed using suitable equipment and shall be performed in a manner to prevent damages to the surrounding area outside the specified scopes of work.

The time period of completion is 180 calendar days from Notice to Proceed issued by the Owner.

Any work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described herein which so applied to this project covered by a well-known technical meaning or specification shall be deemed to be governed by such recognized standards unless specifically excluded.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on the date of the Owner's signature or approval in writing by the Owner or designee. The contract shall terminate pursuant to the terms and conditions of section 5.30 herein, the terms and conditions of the contract, operation of law, as agreed between the parties, or upon satisfactory completion of all services and obligations described in the contract.

2.3 Price Schedule

Prices Bid by the Respondent shall be firm for the term of the contract.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Respondent. Every Respondent should describe what deliverables will be provided per their Bid and how the proposed deliverables will be provided.

2.5 Licensing Required

Only a Contractor licensed by the State to do the type of work indicated in Section 2.1) may submit a Bid. The Respondent's signature on the Bid certifies that he holds an active license under the provisions of Chapter 24 of the Louisiana Revised Statutes, Title 37. Failure to be properly licensed constitutes authority for the Owner to reject the Bid.

PART III: EVALUATION

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

The lowest monetary Bid in compliance with the Bid Request will be awarded the contract. Only for the purpose of interpretation of the Bid, when applicable, written words shall govern if a conflict exists between words and numerals.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

4.1.1 Shop drawings, Brochures and Samples – See attachment C

After checking and verifying all field measurements, Contractor shall submit to the Owner for approval, five copies (or at the Owner's option, one reproducible copy) of all shop drawings, which shall have been checked by and stamped with the approval of Contractor and identified as the Owner may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Owner to review the information as required.

Contractor shall also submit to the Owner, for review with such promptness as to cause no delay in work, all samples as required by the contract documents. All samples will have been checked by and stamped with the approval of Contractor identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended. At the time of each submission, Contractor shall in writing call the Owner's attention to any deviations that the shop drawings or samples may have from the requirements of the contract documents.

The Owner will review with reasonable promptness shop drawings and samples, but its review shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by the Owner and shall return the required number of corrected copies of shop drawings and resubmit new samples for review. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by the Owner on previous submissions. Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner that Contractor has determined and verified all quantities, dimensions, field construction criteria, materials catalog numbers and similar data and thereafter assumes full responsibility for doing so, and that it has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been reviewed by the Owner. A copy of each reviewed shop drawing and each inspected sample shall be kept in good order by Contractor at the site and shall be available to the Owner.

The Owner's review of shop drawings or samples shall not relieve Contractor from its responsibility for any deviations from the requirements of the contract documents unless Contractor has in writing called the Owner's attention to such deviation at the time of submission and the Owner has given written approval to the specific deviation, nor shall any review by the Owner relieve Contractor from responsibility for errors or omissions in the shop drawings. The mere submittal of shop drawings which contain deviations from the requirements of plans, specifications and/or previous submittals in itself does not satisfy this requirement.

4.1.2 Record Drawings

The Contractor shall keep an accurate record in a manner approved by the Owner of all changes in the contract documents during construction. In work concerning underground utilities, the Contractor shall keep an accurate record in a manner approved by the Owner of all valves, fittings, etc. Before the work is accepted by the Owner, and said acceptance is recorded, the Contractor shall furnish the Owner a copy of this record.

Contractor shall keep an accurate drawing measured in the field to the nearest 0.1' of the location of all sewer house connections. The location shown shall be the end of the connection at the property line measured along the main line of pipe from a manhole.

Contractor shall keep an accurate drawing of the storm water drainage collection system. Inverts to the nearest 0.01' and top of castings shall be shown as well as location of all structures to the nearest 0.1'. Upon completion of the work, the plan will be given to the Owner.

4.1.3 Progress of Work

Contractor shall conduct the work in such a professional manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time limit specified.

The Owner shall issue a Notice to Proceed to the Contractor within twenty (20) calendar days from the date of execution of the contract. Upon mutual consent by both parties, the Notice to Proceed may be extended. The Contractor is to commence work under the contract within forty eight (48) hours (2 calendar days) from the date the Notice to Proceed is issued by the Owner.

The Contractor, immediately after being awarded the contract, shall prepare and submit for the Owner's approval an estimated progress schedule for the work to be performed, as well as a construction signing layout for all roads within the project area. The Contractor shall not start work or request partial payment until the work schedule has been submitted to the Owner for approval.

Revisions to the original schedule will be made based on extension of days granted for inclement weather or change orders issued under the contract. No other revision shall be made which affects the original completion or updated completion date, whichever is applicable.

Failure of the Contractor to submit an estimated progress schedule or to complete timely and on schedule the work shown on the progress schedule negates any and all causes or claims by the Contractor for accelerated completion damages. These accelerated damage claims shall be deemed forfeited.

Meetings will be held as often as necessary to expedite the progress of the job. Meetings will be held during normal working hours at the jobsite and shall be mandatory for the Contractor and all subcontractors working on the project. Meetings may be requested by the Owner at any time and

at the discretion of the Owner.

4.1.4 The Owner's Right to Proceed with Portions of the Work

Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the Owner shall have the alternative right, instead of assuming charge of the entire work, to place additional forces, tools, equipment, and materials on parts of the work. The cost incurred by the Owner in carrying on such parts of the work shall be payable by the Contractor. Such work shall be deemed to be carried on by the Owner on account of the Contractor. The Owner may retain all amounts of the cost of such work from any sum due Contractor or those funds that may become due to Contractor under the contract.

The Owner may perform additional work related to the project by itself or it may let any other direct contract which may contain similar general conditions. Contractor shall afford the other Contractors who are parties to such different contracts (or the Owner, if it is performing the additional work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate its work with the subsequent work.

If any part of Contractor's work depends upon proper execution or results upon the work of any such other Contractor (or the Owner), Contractor shall inspect and promptly report to the Owner in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. Failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of its work except as to defects and deficiencies which may appear in the other work after the execution of its work.

Whatever work is being done by the Owner, other Contractors or by this Contractor, the parties shall respect the various interests of the other parties at all times. The Owner may, at its sole discretion, establish additional rules and regulations concerning such orderly respect of the rights of various interests.

Contractor shall do all cutting, fitting and patching of its work that may be required to integrate its several parts properly and fit to receive or be received by such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering work and will only alter work with the written consent of the Owner and of the other Contractors whose work will be affected.

If the performance of additional work by other Contractors or the Owner is not noted in the contract documents, written notice thereof shall be given to Contractor prior to starting any such additional work. If Contractor believes that the performance of such additional work by the Owner or others may cause additional expense or entitles an extension of the contract time, the Contractor may make a claim therefor. The claim must be in writing to the Owner within thirty (30) calendar days of receipt of notice from the Owner of the planned additional work by others.

4.1.5 Time of Completion

The Notice to Proceed will stipulate the date on which the Contractor shall begin work. That date shall be the beginning of the contract time charges.

Contractor shall notify the Owner through its duly authorized representative, in advance, of where Contractor's work shall commence each day. A daily log shall be maintained by Contractor to establish dates, times, persons contacted, and location of work. Specific notice shall be made to the Owner if the Contractor plans to work on Saturday, Sunday, or an Owner approved holiday. If

notice is not received, no consideration will be given for inclement weather and same shall be considered a valid workday.

The work covered by the plans, specifications and contract documents must be completed sufficiently for acceptance within the number of calendar days specified in the Bid and/or the contract, commencing from the date specified in the Notice to Proceed. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the time of completion is an essential condition of the contract, and it is further mutually understood and agreed that if the Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as partial consideration for the awarding of the contract, to pay the Owner \$500.00 per day as specified in the contract, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. It is specifically understood that the Owner shall also be entitled to receive a reasonable attorney fee and all costs in the event that Contractor fails to adhere to this agreement and the contract is referred to counsel for any reason whatsoever. Reasonable attorney fees shall be the prevailing hourly rate of the private sector, and in no event shall the hourly rate be less than \$175.00 per hour. All attorney fees shall be paid to the operating budget of the Office of the Owner.

Prior to final payment, the Contractor may, in writing to the Owner, certify that the entire project is substantially complete and request that the Owner or its agent issue a certificate of Substantial Completion.

The Owner may grant an extension(s) of time to the Contractor for unusual circumstances which are beyond the control of the Contractor and could not reasonably be foreseen by the Contractor prior to submission of its Bid. Any such request must be made in writing to the Owner within seven (7) calendar days following the event occasioning the delay. The Owner shall have the exclusive and unilateral authority to determine, grant, and/or deny the validity of any such claim.

Extensions of time for inclement weather shall be processed as follows:

Commencing on the start date of each job, the Owner Inspector assigned to same shall keep a weekly log, indicating on each day whether inclement weather has prohibited the Contractor from working on any project within the specific job, based upon the following:

- 1. Should the Contractor prepare to begin work on any day in which inclement weather, or the conditions resulting from the weather, prevent work from beginning at the usual starting time, and the crew is dismissed as a result, the Contractor will not be charged for a working day whether or not conditions change during the day and the rest of the day becomes suitable for work.
- If weather conditions on the previous day prevent Contractor from performing work scheduled, provided that no other work can be performed on any project within the package. The Owner Inspector shall determine if it is financially reasonable to require the Contractor to deviate from the schedule and relocate to another location.
- 3. If the Contractor is unable to work at least 60% of the normal work day due to inclement weather, provided that a normal working force is engaged on the job.

Any dispute of weather conditions as related to a specific job shall be settled by records of the National Weather Service.

4.1.6 Extensions of Time for Change Orders

When a change order is issued, the Owner and Contractor will agree on a reasonable time extension, if any, to implement such change. Consideration shall be given for, but not limited to, the following:

If material has to be ordered; Remobilization and or relocation of equipment to perform task; and Reasonable time frame to complete additional work.

Time extensions for change orders shall be reflected on the official document signed by the Owner and Contractor.

At the end of each month, the Owner or its agent will furnish to the Contractor a monthly statement which reflects the number of approved days added to the contract. The Contractor will be allowed fourteen (14) calendar days in which to file a written protest setting forth in what respect the monthly statement is incorrect; otherwise, the statement shall be considered accepted by the Contractor as correct.

Apart from extension of time for unavoidable delays, no payment or allowance of any kind shall be made to the Contractor as compensation for damages because of hindrance or delay for any cause in the progress of the work, whether such delay be avoidable or unavoidable.

4.1.7 Liquidated Damages

In case the work is not completed in every respect within the time that may be extended, it is understood and agreed that per diem deductions of the sum of \$ 500.00 for liquidated damages, as stipulated in the Bid and/or contract, shall be made from the total contract price for each and every calendar day after and exclusive of the day on which completion was required, and up to the completion of the work and acceptance thereof by the Owner. It is understood and agreed that time is of the essence to the contract, and the above sum being specifically herein agreed upon in advance as the measure of damages to the Owner on account of such delay in the completion of the work. It is further agreed that the expiration of the term herein assigned or as may be extended for performing the work shall, ipso facto, constitute a putting in default, the Contractor hereby waiving any and all notice of default. The Contractor agrees and consents that the contract price, reduced by the aggregate of the entire damages so deducted, shall be accepted in full satisfaction of all work executed under the contract. It is further understood and agreed that Contractor shall be liable for a reasonable attorney fee and all costs associated with any breach of this agreement, including but not limited to this subsection. In the event that any dispute or breach herein causes referrals to counsel, then Contractor agrees to pay a reasonable attorney fee at the prevailing hourly rate of the private sector. In no event shall the hourly rate be less than \$175.00 per hour.

4.1.8 Labor, Materials, Equipment, Supervision, Permits and Taxes

The Contractor shall provide and pay for all labor, materials, equipment, supervision, subcontracting, transportation, tools, fuel, power, water, sanitary facilities and all incidentals necessary for the completion of the work in substantial conformance with the contract documents.

The Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. It shall at all times maintain good discipline and order at the site.

Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by the contract are to be new and of the best grade of their respective kinds for the purpose intended. Samples of materials furnished under the contract shall be submitted for approval to the Owner when and as directed.

Whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which shall perform adequately the duties imposed by the general design will be considered equal, and satisfactory, providing the material or article so proposed is of equal substance and function and that all technical data concerning the proposed substitution be approved by the Owner prior to the submission of a Bid. The Owner shall have the exclusive and unilateral discretion to determine quality and suitability.

Materials shall be properly and securely stored so as to ensure the preservation of quality and fitness for the work, and in a manner that leaves the material accessible to inspection. Materials or equipment may not be stored on the site in a manner such that it will interfere with the continued operation of streets and driveways or other Contractors working on the site.

The Contractor, by entering into the contract for this work, sets itself forth as an expert in the field of construction and it shall supervise and direct the work efficiently and with its best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

Contractor shall keep on the work, at all times during its progress, a competent resident superintendent, who shall not be replaced without written notice to the Owner except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The Owner specifically reserves the right to approve and/or disapprove the retention of a new superintendent, all to not be unreasonably withheld.

Any foreman or workman employed on this project who disregards orders or instructions, does not perform his work in a proper and skillful manner, or is otherwise objectionable, shall, at the written request of the Owner, be removed from the work and shall be replaced by a suitable foreman or workman.

The Contractor and/or its assigned representative shall personally ensure that all subcontracts and divisions of the work are executed in a proper and workmanlike manner, on scheduled time, and with due and proper cooperation.

Failure of the Contractor to keep the necessary qualified personnel on the work shall be considered cause for termination of the contract by the Owner.

Only equipment in good working order and suitable for the type of work involved shall be brought onto the job and used by the Contractor. The Contractor is solely responsible for the proper maintenance and use of its equipment and shall hold the Owner harmless from any damages or suits for damages arising out of the improper selection or use of equipment. No piece of equipment necessary for the completion of the work shall be removed from the job site without approval of the Owner.

All Federal, State and local taxes due or payable during the time of contract on materials, equipment, labor or transportation, in connection with this work, must be included in the amount

bid by the Contractor and shall be paid to proper authorities before acceptance. The Contractor shall furnish all necessary permits and certificates and comply with all laws and ordinances applicable to the locality of the work. The cost of all inspection fees levied by any governmental entity whatsoever shall be paid for by the Contractor.

During the period that the contract is in force, neither party to the contract shall solicit for employment or employee of the other.

4.1.9 Quantities of Estimate, Changes in Quantities, Extra Work

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. The consent of the surety must first be obtained when necessary or desirable, all at the exclusive discretion of the Owner. All the work of the kind bid upon shall be paid for at the price stipulated in the Bid, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the Owner.

Extra work for which there is no price or quantity included in the contract shall be paid for at a unit price or lump sum to be agreed upon in advance in writing by the Owner and Contractor. Where such price and sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Owner may, at its exclusive and unilateral discretion, order the Contractor to do such work on a force account basis.

In computing the price of extra work on a force account basis, the Contractor shall be paid for all foremen and labor actually engaged on the specific work at the current local rate of wage for each and every hour that said foremen and labor are engaged in such work, plus ten percent (10%) of the total for superintendence, use of tools, overhead, direct & indirect costs/expenses, pro-rata applicable payroll taxes, pro-rata applicable workman compensation benefits, pro-rata insurance premiums and pro-rata reasonable profit. The Contractor shall furnish satisfactory evidence of the rate or rates of such insurance and tax. The Contractor will not be able to collect any contribution to any retirement plans or programs.

For all material used, the Contractor shall receive the actual cost of such material delivered at the site of the work, as shown by original receipted bill, to which shall be added five percent (10%). There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.

For any equipment used that is owned by the Contractor, the Contractor shall be allowed a rental based upon the latest prevailing rental price, but not to exceed a rental price as determined by the Associated Equipment Distributors (A.E.D. Green Book)

The Contractor shall also be paid the actual costs of transportation for any equipment which it owns and which it has to transport to the project for the extra work. There will be absolutely no additional surcharges or additional fees attached hereto with respect to this subsection.

If the Contractor is required to rent equipment for extra work, but not required for contract items, it will be paid the actual cost of rental and transportation of such equipment to which no percent shall be added. The basis upon which rental cost is to be charged shall be agreed upon in writing before the work is started. Actual rental and transportation costs shall be obtained from receipted invoices and freight bills.

No compensation for expenses, fees or costs incurred in executing extra work, other than herein specifically mentioned herein above, will be allowed.

A record of extra work on force account basis shall be submitted to the Owner on the day following the execution of the work, and no less than three copies of such record shall be made on suitable forms and signed by both the Owner or its representative on the project and the Contractor. All bids for materials used on extra work shall be submitted to the Owner by the Contractor upon certified statements to which will be attached original bills covering the costs of such materials.

Payment for extra work of any kind will not be allowed unless the same has been ordered in writing by the Owner.

4.1.10 Injuries to Persons and Property

The Contractor shall be held solely and exclusively responsible for all injuries to persons and for all damages to the property of the Owner or others caused by or resulting from the negligence of itself, its employees or its agents, during the progress of or in connection with the work, whether within the limits of the work or elsewhere under the contract proper or as extra work. This requirement will apply continuously and not be limited to normal working hours or days. The Owner's construction review is for the purpose of checking the work product produced and does not include review of the methods employed by the Contractor or to the Contractor's compliance with safety measures of any nature whatsoever. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Owner President.

The Contractor must protect and support all utility infrastructures or other properties which are liable to be damaged during the execution of its work. It shall take all reasonable and proper precautions to protect persons, animals and vehicles or the public from the injury, and wherever necessary, shall erect and maintain a fence or railing around any excavation, and place a sufficient number of lights about the work and keep same burning from twilight until sunrise, and shall employ one or more watchmen as an additional security whenever needed. The Contractor understands and agrees that the Owner may request that security be placed on the premises to ensure and secure same. The Owner shall exclusive authority to request placement of such security. Contractor agrees to retain and place security as requested, all at the sole expense of Contractor. Additional security shall not be considered a change order or reason for additional payment by the Owner. The Contractor must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants, catch basins, streets, etc., free from encumbrances. The Contractor must restore at its own expense all injured or damaged property caused by any negligent act of omission or commission on its part or on the part of its employees or subcontractors, including, but not limited to, sidewalks, curbing, sodding, pipes conduits, sewers, buildings, fences, bridges, retaining walls, tanks, power lines, levees or any other building or property whatsoever to a like condition as existed prior to such damage or injury.

In case of failure on the part of the Contractor to restore such property or make good such damage, the Owner may upon forty-eight (48) hours' notice proceed to repair or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due, or which may become due under its contract.

Contractor agrees to protect, defend, indemnify, save, and hold harmless Terrebonne Parish Consolidated Government, its officials, departments, agencies, boards and commissions, their officers, agents servants, 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 to the extent caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred by TPCG as a result of any claim, demands, and/or causes of action that results from the negligent performance or non-performance by Contractor, its agents, servants, employees, and subcontractors of the contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto caused by any negligent act or omission or willful misconduct of Contractor, its agents, servants, employees, and subcontractors.

As to any and all claims against the Owner, its agents, assigns, representatives or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts as may be liable, the indemnification obligation shall not be limited in any way or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

No road shall be closed by the Contractor to the public except by written permission of the Owner. If so closed, the Contractor shall maintain traffic over, through and around the work included in his contract, with the maximum practical convenience, for the full twenty-four hours of each day of the contract, whether or not work has ceased temporarily. The Contractor shall notify the Owner at the earliest possible date after the contract has been executed and, in any case, before commencement of any construction that might in any way inconvenience or endanger traffic, in order that necessary and suitable arrangements may be determined. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of the Owner.

The convenience of the general public and residents along the works shall be provided for in a reasonable, adequate and satisfactory manner. Where existing roads are not available as detours, and unless otherwise provided, all traffic shall be permitted to pass through the work. In all such cases, the public shall have precedence over Contractor's vehicles insofar as the traveling public's vehicles shall not be unduly delayed for the convenience of the Contractor. In order that all unnecessary delay to the traveling public may be avoided, the Contractor shall provide and station competent flagmen whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the work. Any and all security, maintenance, labor or costs associated with traffic control herein shall be at the sole expense of Contractor. This expense shall be paid directly by the Contractor. This expense shall not be considered as a change order nor shall it allow the Contractor any additional cost reimbursement whatsoever. All traffic deviations herein shall be coordinated with the appropriate law enforcement officials of the Owner.

The Contractor shall arrange its work so that no undue or prolonged blocking of business establishments will occur.

Material and equipment stored on the right of way or work site shall be so placed and the work at times shall be so conducted as to ensure minimum danger and obstruction to the traveling public.

During grading operations when traffic is being permitted to pass through construction, the Contractor shall provide a smooth, even surface that will provide a satisfactory passageway for

use of traffic. The road bed shall be sprinkled with water if necessary to prevent a dust nuisance, provided the dust nuisance is a result of the work.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by ordinances, rules or regulations or within fifteen (15) feet of a fire hydrant, in the absence of such ordinance, rules or regulations.

The Contractor shall not, without the written permission of the Owner, do work for a resident or property Owner abutting the work at the time that this work is in progress.

The Contractor, shall, without extra compensation, provide, erect, paint and maintain all necessary barricades. Also, without extra compensation, the Contractor shall provide suitable and sufficient lights, torches, reflectors or other warning or danger signals and signs, provide a sufficient number of watchmen and flagmen and take all the necessary precautions for the protection of the work and safety of the public.

The Contractor shall erect warning signs beyond the limits of the project, in advance of any place on the project where operations interfere with the use of the road by traffic, including all intermediate points where the new work crosses or coincides with the existing road. All barricades and obstructions shall be kept well painted and suitable warning signs shall be placed thereon. All barricades and obstructions shall be illuminated at night and all lights or devices for this purpose shall be kept burning from sunset to sunrise.

Whenever traffic is maintained through or over any part of the project, the Contractor shall clearly mark all traffic hazards. No direct payment will be made for barricades, signs and illumination therefore or for watchmen or flagmen.

The Contractor will be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. The duty of the Owner to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or near the construction site.

4.1.11 Sanitary Provisions

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the rules and regulations of the State Health Agency or of the other authorities having jurisdiction and shall permit no public nuisance.

4.1.12 Rights of Way

The Owner will furnish the Contractor with all necessary rights-of-way for the prosecution of the work. The rights of way herein referred to shall be taken to mean only permission to use or pass through the locations or space in any street, highway, public or private property in which the Contractor is to prosecute the work.

It is possible that all lands and rights of way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin its work upon such land and rights of way as the Owner may have previously acquired. Any delay in furnishing these lands by the Owner can be deemed proper cause for adjustment in the contract amount and/or in the time of completion.

4.1.13 Protection and Restoration of Property and Landscape

The Contractor shall not enter upon private property for any purpose without first obtaining permission from the Owner, as well as the private property owner and/or and private property lessees. The Contractor shall use every precaution necessary for the preservation of all public and private property, monuments, highway signs, telephone lines, other utilities, etc., along and adjacent to the work; the Contractor shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures; and shall protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The street and highway signs and markers that are to be affected by the work shall be carefully removed when the work begins and stored in a manner to keep them clean and dry. The Contractor must obtain all necessary information in regard to existing utilities and shall give notice in writing to the owners or the proper authorities in charge of streets, gas, water, pipes, electric, sewers and other underground structures, including conduits, railways, poles and pole lines, manholes, catch basins, fixtures, appurtenances, and all other property that may be affected by the Contractor's operations, at least forty-eight (48) hours before its operations will affect such property. The Contractor shall not hinder or interfere with any person in the protection of such work or with the operation of utilities at any time. When property, the operation of railways, or other public utilities are endangered, the Contractor shall at its own expense, maintain flagmen or watchmen and any other necessary precautions to avoid interruption of service or damage to life or property, and it shall promptly repair, restore, or make good any injury or damage caused by its negligent operations in an acceptable manner. The Contractor must also obtain all necessary information in regard to the installation of new cables, conduits, and transformers, and make proper provisions and give proper notifications, in order that same can be installed at the proper time without delay to the Contractor or unnecessary inconvenience to the owner.

The Contractor shall not remove, cut or destroy trees, shrubs, plants, or grass that are to remain in the streets or those which are privately owned, without the proper authority. Unless otherwise provided, the Contractor shall replace and replant all plants, shrubs, grass and restore the grounds back to its original good condition to the satisfaction of the Owner and/or the property owner. The Contractor shall assume the responsibility of replanting and guarantees that plants, shrubs, grass will be watered, fertilized and cultivated until they are in a growing condition. No direct payment will be made for removing and replanting of trees, shrubs, plants or grass unless such items are set forth in the Bid.

When or where direct damage or injury is done to public or private property by or on account of any negligent act, omission, neglect or otherwise of the Contractor, it shall make good such damage or injury in an acceptable manner.

4.1.14 Contractor's Responsibility for Work

Until final acceptance of the work by the Owner as evidence by approval of the final estimate, the work shall be in the custody and under the charge and care of the Contractor and it shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from the non-execution of the work; unless otherwise provided for elsewhere in the specifications or contract. The Contractor shall rebuild, repair, restore and make good, without extra compensation, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance, and shall bear the expenses thereof. In case of suspension of the work from any cause whatever, the Contractor shall be responsible for all materials and shall properly and securely store same, and if necessary, shall provide suitable shelter from damage and shall erect temporary structures where necessary. If in the exclusive discretion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors to so protect the work, such

materials shall be removed and replaced at the sole expense of the Contractor. Such amount shall be deducted from any sum due or to be due Contractor.

The Contractor shall give all notice and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and hold harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by itself, its employees or subcontractors.

4.1.15 Tests and Inspections; Correction and Removal of Defective Work

Contractor warrants and guarantees to the Owner that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the contract documents. All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of the contract documents at the time of acceptance shall be considered defective. Prompt and reasonable notice of all defects shall be given to the Contractor.

If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by some public body, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Owner the required certificates of inspection, testing or approval. All other inspections, tests and approval required by the contract documents shall be performed by organizations acceptable to the Owner and Contractor and the costs thereof shall be borne by the Contractor unless otherwise specified.

Contractor shall give the Owner timely notice of readiness of the work for all inspections, tests or approvals. If any such work required to be inspected, tested or approved is covered without written approval of the Owner, it must, if requested by the Owner, be uncovered for observation, and such uncovering shall be at Contractor's expense unless Contractor has given the Owner timely notice of its intention to cover such work and the Owner has not acted with reasonable promptness in response to such notice.

Neither observations by the Owner nor inspections, tests or approvals shall relieve Contractor from its obligations to perform the work in accordance with the requirements of the contract document.

The Owner and its representatives will at reasonable times have access to the work. Contractor shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

If any work is covered contrary to the written request of the Owner, it must, be uncovered for the Owner's observation and replaced at Contractor's expense. If any work has been covered which the Owner has not specifically requested to observe prior to its being covered, or if the Owner considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Owner's request, shall uncover, expose or otherwise make available for observations, inspections or testing as the Owner may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the contract price or an

extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, materials or equipment, the Owner may order Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated; however, this right of the Owner to stop the work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of Contractor or any other party.

Prior to approval of final payment, Contractor shall promptly, without cost to the Owner and as specified by the Owner, either correct any defective work, whether or not fabricated, installed or completed, or if the work has been rejected by the Owner, remove it from the site and replace it with non-defective work. If Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from the Owner, the Owner may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement including compensation for additional professional services shall be paid by Contractor, and an appropriate deductive Change Order shall be issued. Contractor shall also bear the expense of making good all work of others destroyed or damaged by its correction, removal or replacement of its defective work.

If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective work or if it has been rejected by the Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The Contractor agrees to pay a reasonable attorney fee and other reasonable attendant costs of the Owner in the event it becomes necessary for the Owner to employ an attorney to enforce this section or to protect itself against suit over the Contractor's responsibilities. Attorney fees shall be at the prevailing hourly rate of the private sector. The attorney fee hourly rate shall not be less than \$175.00 per hour. All attorney fees collected shall be paid to the operating budget of the Office of the Owner President.

If, instead of requiring correction or removal and replacement of defective work, the Owner (and prior to approval of final payment) prefers to accept it, the Owner may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the contract documents, including appropriate reduction in the contract price, or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to the Owner.

If Contractor should fail to progress the work in accordance with the contract documents, including any requirements of the progress schedule, the Owner, after seven (7) days written notice to Contractor, may, without prejudice to any other remedy the Owner may have, make good such deficiencies and the cost thereof including compensation for additional professional services shall be charged against Contractor. In such cases, a Change Order shall be issued incorporating the necessary revisions in the contract documents including an appropriate reduction in the contract price. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to the Owner.

The Owner may appoint representatives to make periodic visits to the site and observe the progress and quality of the executed work. These representatives shall be governed by the same restrictions placed on the Owner by these specifications. The governing body of the Federal, State or local government exercising authority in the area of the work may appoint representatives to observe the progress and quality of the work. Contractor shall cooperate with and assist these representatives in the performance of their duties.

The Contractor shall be responsible for the faithful execution of its contract and the presence or absence of the Owner's or Government's Representative is in no way or manner to be presumed or assumed to relieve in any degree the responsibility or obligation of the Contractor.

The Contractor shall notify the Owner and its representatives having jurisdiction as to the exact time at which it is proposed to begin work so the Owner may provide for inspection of all materials, foundations, excavations, equipment, etc., and all or any part of the work and to the preparation or manufacture of materials to be used whether within the limits of the work or at any other place.

The Owner or its representatives shall have free access to all parts of the work and to all places where any part of the materials to be used are procured, manufactured or prepared. The Contractor shall furnish the Owner all information relating to the work and the material therefor, which may be deemed necessary or pertinent, and with such samples of materials as may be required. The Contractor, at its own expense, shall supply such labor and assistance as may be necessary in the handling of materials for proper inspection or for inspection of any work done by it

No verbal instructions given to the Contractor by the Owner, project representative or any of their agents shall change or modify the written contract. Contractors shall make no claims for additional payments or time based upon verbal instructions.

4.1.16 Subsurface Conditions

It is understood and agreed that the Contractor is familiar with the subsurface conditions that will be encountered and its price bid for the work includes all of the costs involved for work in these conditions and it is furthermore agreed that it has taken into consideration, prior to its Bid and acceptance by the Owner, all of the subsurface conditions normal or unusual that might be encountered in the location of the work.

Should the Contractor encounter during the progress of the work subsurface conditions at the site materially differing from those shown on the drawings or indicated in the specifications, the attention of the Owner shall be directed to such conditions before the conditions are disturbed. If the Owner finds that the conditions materially differ from those shown on the drawings or indicated in the specifications, it shall at once make such changes in the drawings or specifications as it may find necessary, and any increase or decrease in cost or extension of time resulting from such changes shall be adjusted in the same manner as provided for changes for extra work. The Contractor shall submit breakdowns of all costs in a manner as instructed and approved by the Owner.

4.1.17 Removal and Disposal of Structures and Obstructions

Respondent shall thoroughly examine the site of the work and shall include in its Bid the cost of removing all structures and obstructions in the way of the work.

The Contractor shall remove any existing structures or part of structures, fence, building or other encumbrances or obstructions that interfere in any way with the work. Compensations for the

removal of any structure shall be made only if the item(s) to be removed was/were listed as pay item(s) on the Bid.

If called for in the special conditions, all privately and publicly owned materials and structures removed shall be salvaged without damage and shall be piled neatly and in an acceptable manner upon the premises if it belongs to an abutting property Owner, otherwise at accessible points along the improvements. Materials in structures which are the property of the Owner or property of any public body, private body or individual which is fit for use elsewhere, shall remain property of the original owner. It shall be carefully removed without damage, in sections which may be readily transported; same shall be stored on or beyond the right of way. The Contractor will be held responsible for the care and preservation for a period of ten (10) days following the day the last or final portion of the materials stored at a particular location are placed thereon. When privately owned materials are stored beyond the right of way, the Contractor will be held responsible for such care and preservation for a period of ten (10) days responsibility period for care and preservation of the materials begins. The Contractor must furnish the Owner with evidence satisfactory that the proper owner of the materials has been duly notified by the Contractor that the said owner must assume responsibility for its materials on the date following the Contractor's ten (10) day responsibility.

4.1.18 The Owner's Right to Occupancy

The Owner shall have the right to use, at any time, any and all portions of the work that have reached such a stage of completion as to permit such occupancy, provided such occupancy does not hamper the Contractor or prevent its efficient completion of the contract or be construed as constituting an acceptance of any part of the work.

The Owner shall have the right to start the construction of houses, structures or any other building concurrent with the Contractor's work.

4.1.19 Survey Horizontal and Vertical Control

The Owner shall provide surveys for construction to establish reference points which in its judgment are necessary to enable Contractor to layout and proceed with its work. Contractor shall be responsible for surveying and laying out the work and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner. Contractor shall report to the Owner whenever any reference point is lost or destroyed and the Owner shall decide if the reference point shall be replaced by its or the Contractor's forces.

The Contractor shall establish lines and grades with its own forces in sufficient number and location for the proper execution of the work.

If the Contractor, during the construction, damages the established property corners and/or other markers and thereafter requests the Owner to re-stake same in order to complete the project, this expense will be borne solely by the Contractor.

4.2 Compliance With Applicable Laws

Respondents shall familiarize themselves with and shall comply with all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over construction of the project, which may directly or indirectly affect the work or its prosecution. These laws, rules, regulations, and/or ordinances will be deemed to be included in the contract, as though herein written in full.

4.3 Site Visitation

Each Respondent shall visit the site of the proposed work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this Bid Request. Respondent shall also thoroughly examine and be familiar with drawings, specifications, and contract documents. The failure or omission of any Respondent to receive or examine any form, instrument, drawing or document or to visit the site and acquaint itself with existing conditions shall in no way relieve any Respondent from any obligation with respect to its Bid and obligations under the contract.

PART V: GENERAL PROVISIONS

5.1 Legibility/Clarity

Responses to the requirements of this Bid Request in the formats requested are desirable. Bids prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the Bid Request is also desired. Each Respondent is solely responsible for the accuracy and completeness of its Bid.

5.2 Confidential Information, Trade Secrets, and Proprietary 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 Bid. The cost Bid will not be considered confidential under any circumstance. Any Bid 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 (LSA-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. Respondents 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 Respondent at the time of submission of its Technical Proposal. Respondents should refer to the Louisiana Public Records Act for further clarification.

The Respondent must clearly designate the part of the Bid that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Respondent shall mark the cover sheet of the Bid with the following legend, specifying the specific section(s) of his Bid sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _of the Bid have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this Bid, the Owner shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the Owner's right to use or disclose data obtained from any source, including the Respondent, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Respondents must be prepared to defend the reasons why the material should be held confidential. If a competing respondent or other person seeks review or copies of another respondent's confidential data, the Owner will notify the Owner of the asserted data of the request. If the Owner of the asserted data does not want the information disclosed, it must agree to indemnify the Owner and hold the Owner harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Owner to disclose the information. If the Owner of the asserted data refuses to indemnify and hold the state harmless, the Owner may disclose the information.

The Owner reserves the right to make any Bid, including proprietary information contained therein, available to Owner personnel, or other Owner and state agencies or organizations for the sole purpose of assisting the Owner in its evaluation of the Bid. The Owner 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 in these evaluations.

If your Bid contains confidential information, you should also submit a redacted copy along with your Bid. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from SLECA. 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 have been removed.

5.3 Bid Clarifications Prior to Submittal

5.3.1 Pre-Bid Conference

A Non-mandatory Pre-Bid Conference will be held on April 11, 2023, at 9:00 am at the office of the Terrebonne Parish Consolidated Government Purchasing Division, located at 301 Plant Road. Houma. Louisiana 70363.

5.3.2 Respondent Inquiry Periods

The Owner shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and Owner operations. The Owner reasonably expects and requires *responsible and interested* Respondents to conduct their in-depth Bid review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Respondents to perform a detailed review of the Bid documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Respondent, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date and time set forth in Section 1.3 Schedule of Events of this Bid Request. Only those inquiries received by the established deadline shall be considered by the Owner. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by e-mail to:

Royal Engineering & Consultants

Attn: Chad Albert <u>calbert@royalengineering.net</u>
Jason Broussard <u>jbroussard@royalengineering.net</u>
Taylor Hayley <u>thaley@royalengineering.net</u>
Bruce DiMartino bdimartino@royalengineering.net

An addendum will be issued and emailed to all respondents to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all Bid 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 Respondent as a result of any oral discussions with any Owner employee or Owner consultant.

5.4 Errors and Omissions in Bid

The Owner will not be liable for any error in the Bid. Respondent will not be allowed to alter Bid documents after the deadline for Bid submission, except under the following condition: the Owner reserves the right to make corrections or clarifications due to patent errors identified in Bids by the Owner or the Respondent. The Owner, at its option, has the right to request clarification or additional information from the Respondent.

5.5 Changes, Addenda, Withdrawals

The Owner reserves the right to change the Schedule of Events or issue Addenda to the Bid Request at any time. The Owner also reserves the right to cancel or reissue the Bid Request.

If the Respondent needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Respondent, cross-referenced clearly to the relevant Bid section, prior to the Bid opening. Such shall meet all requirements for the Bid.

5.6 Withdrawal of Bid

A Respondent may withdraw a Bid that has been submitted at any time up to the Bid closing date and time. To accomplish this, a written request signed by the authorized representative of the Respondent must be submitted to the Procurement Department

5.7 Material in the Bid Request

Bids shall be based only on the material contained in this Bid Request. The Bid Request includes official responses to questions, addenda, and other material, which may be provided by the Owner pursuant to the Bid Request.

5.8 Waiver of Administrative Informalities

The Owner reserves the right, at its sole discretion, to waive administrative informalities contained in any Bid.

5.9 Bid Rejection

Issuance of this Bid Request in no way constitutes a commitment by the Owner to award a contract. The Owner reserves the right to accept or reject any or all Bids submitted or to cancel this Bid Request if it is in the best interest of the Owner to do so.

5.10 Ownership of Bid

All materials (paper content only) submitted in response to this request become the property of the Owner. Selection or rejection of a Bid does not affect this right. All Bids submitted will be retained by the Owner and not returned to Respondents. Any copyrighted materials in the Bids are not transferred to the Owner.

5.11 Cost of Offer Preparation

The Owner is not liable for any costs incurred by prospective Respondents or Contractors prior to issuance of or entering into a contract. Costs associated with developing the Bid, preparing for oral presentations, and any other expenses incurred by the Respondent in responding to the Bid Request are entirely the responsibility of the Respondent, and shall not be reimbursed in any manner by the Owner.

5.12 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.

5.13 Taxes

All Federal, State and local taxes due or payable during the time of contract on materials, equipment, labor or transportation, in connection with this work, must be included in the amount bid by the Contractor and shall be paid to proper authorities before acceptance.

5.14 Bid Validity

All Bids shall be considered valid for acceptance until such time an award is made, unless the Respondent provides for a different time period within its Bid. However, the Owner reserves the right to reject a Bid if the Respondent's acceptance period is unacceptable and the

Respondent is unwilling to extend the validity of its Bid.

5.15 Prime Contractor Responsibilities

The selected Respondent shall be required to assume responsibility for all items and services offered in his Bid whether or not he produces or provides them. The Owner shall consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

5.16 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 Bid Request. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements. Respondents may submit a Bid in response to this Bid Request, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the Owner urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the Owner.

Information required of the prime Contractor under the terms of this Bid Request, 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. Nothing in the contract documents shall create any contractual relationship between the Owner and any subcontractor or other person or organization having a direct contract with the Contractor, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any monies due any subcontractor.

The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the Contractor's failure to bind every subcontractor and Contractor's surety to all of the applicable terms and conditions of the contract documents.

5.17 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Respondents who submit Bids determined to be reasonably susceptible of being selected for award; however, the Owner reserves the right to enter into an Agreement without further discussion of the Bid submitted based on the initial offers received. Any such written or oral discussion shall be initiated by the Owner.

Any commitments or representations made 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 Owner's understanding of any or all of the Bids submitted. Any such written or oral discussions/presentations shall be initiated by the Owner. Bids may be accepted without such discussions.

5.18 Acceptance of Bid Content

The mandatory Bid Request requirements shall become contractual obligations if a contract

ensues. Failure of the successful Respondent to accept these obligations shall result in the rejection of the Bid.

5.19 Evaluation and Selection

All responses received as a result of this Bid Request are subject to evaluation for the purpose of selecting the Respondent with whom the Owner shall contract.

The Owner may reject all Bids if none is considered in the best interest of the Owner.

5.20 Contract Award and Execution

The Owner reserves the right to enter into a contract without further discussion of the Bid submitted based on the initial offers received.

The Bid Request, including any addenda, and the Bid of the selected Contractor will become part of any contract initiated by the Owner.

Respondents shall not submit their own standard terms and conditions with their bid proposal.

The Owner intends to award to a single Respondent.

5.21 Notice of Intent to Award

Upon review and approval of the issuing department's recommendation for award, the Procurement Department will issue a "Notice of Intent to Award" letter to the apparent successful Respondent. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the Owner, the Owner may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Respondent.

The Procurement Department will also notify all unsuccessful Respondent as to the outcome of the procurement process.

5.22 Affidavits

Awarded Contractor shall execute affidavits attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, concurrent with execution of the contract. Such affidavits are attached hereto as Attachment "F".

5.23 Insurance / Bond Requirements

1. Prior to beginning work, successful bidder shall deliver certificates of insurance as evidence of the coverage indicated below; such evidence shall include documentation of thirty (30) day prior written notice to the TPCG of cancellation, non-renewal or material change in coverage. Certificates should be sent to or emailed to the 'Certificate Holder':

Terrebonne Parish Consolidated Government 8026 Main St. Suite 520 Houma. LA 70360

Attn: Cheryl Lirette, Risk Management Email: clirette@tpcg.org

Ph: 985-873-6470

Each insurance policy maintained by a contractor must be endorsed as follows:

- a. "Terrebonne Parish Consolidated Government is Named an Additional Insured." This excludes Workers' Compensation.
- b. "Underwriters waive all rights of subrogation against Terrebonne Parish Consolidated Government."
- c. "The coverage afforded herein shall be primary in relation to any policies carried by Terrebonne Parish Consolidated Government."
- d. "Provide thirty (30) days written notice of cancellation or reduction of any coverage to Terrebonne Parish Consolidated Government.

The Contractor shall maintain the following:

- a. General Liability Insurance The Contractor shall maintain general liability coverage during the term of this agreement. The minimum acceptable limits shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. Each policy of insurance required by this clause shall contain an Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers, using form CG 20 10 Form B (edition 07 04) or approved equivalent; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.
- b. Workers Compensation Insurance The Contractor shall maintain Workers Compensation coverage during the term of this agreement. The limits of the Workers Compensation coverage shall be the Louisiana statutory requirements; shall provide Other States coverage, if applicable; and include Employer's Liability coverage with minimum acceptable limits of \$1,000,000 Each Accident, \$1,000,000 by Disease Each Employee, and \$1,000,000 by Disease Policy limit. The Contractor shall provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract. The Contractor shall provide certification of such insurance and a copy of the policy upon request.
- c. Auto Liability Insurance The Contractor shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage. Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Non-owned Autos. If the Consultant owns no vehicles, then a Hired and Non-owned Auto Liability policy is required. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is required; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is also required. The Contractor shall provide certification of such insurance and a copy of the policy upon request.

2. PERFORMANCE/PAYMENT BOND

In order to insure the faithful performance of each and every condition, stipulation and requirement of the Contract and to indemnify and save harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful Bidder to whom the Contract is awarded, shall furnish a Performance/Payment Bond in an amount of at least equal to one hundred percent (100%) of the Contract Price. The Contract shall not be in force or binding upon the Owner until such satisfactory Bonds has been provided. The Surety Company shall be approved by the Owner and the cost of the Bonds shall be paid for by the Contractor unless otherwise stipulated.

QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the Owner, a surety company issuing one hundred percent (100%) Performance/Payment Bonds, called for in these Specifications, shall meet and comply with the following minimum standards:

- A. Surety must be currently licensed to do business in the State of Louisiana and shall comply with the provisions of Louisiana State Law.
- B. No Surety Company will be accepted as a bondsman who has no permanent agent or representative in the State upon whom notices referred to in these Specifications may be served. Services of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.
 - C. To be acceptable as Surety on a Contract with the Parish of Terrebonne, the company must hold Certificate of Authority from the United States Treasury Department as acceptable surety on Federal Bonds. This provision does not limit penal sum of bonds which surety companies may execute. Net retention, however, cannot exceed underwriting limitation placed on surety by Treasury Department and excess risk must be protected by Certificate of Re-Insurance or Co-Insurance furnished to Owner within forty-five (45) days of date of execution of Contract.
- D. Surety bond 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, and a Class 8 or better General Policy Holders Rating all in accordance to the latest A.M. Best Company Rating, to write individual bonds up to ten percent (10%) of policy-holder's surplus as shown in the A.M. Best's Key Rating Guide.
- E. No surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best, up to a limit of ten percent (10%) of policyholder's surplus as shown by A.M. Best in the State of Louisiana.
- F. Surety shall have been in business and have a record of successful continuous operations for at least five (5) years.
- G. Attorneys-in-fact who sign Performance/Payment Bonds must file with such bond a certified copy of their power of attorney to sign such bond.
- H. Agents of surety companies must list their name, address, and telephone number on all bonds.
- I. Bonds shall be countersigned by a person who is contracted with the surety company as an agent, who is licensed as an insurance agent in Louisiana, and who resides in the State of Louisiana.

- J. The life of the bonds shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alteration to the terms of the Contract, extensions of time, and/or forbearance on the part of the Owner, all to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc. and to assure payment of any damage to property of Owner or others as a result of such defective materials, equipment, workmanship, etc.
- K. Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond.
- L. The Contractor's bondsman shall obligate himself to all the terms and covenants of these Specifications and of contracts covering the Work executed hereunder. The Owner reserves the right to do extra Work or make changes by altering, adding to or deducting from the Work under the conditions and in the manner herein before described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing him from any of his obligations hereunder.
- M. The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with Drawings and Specifications. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of Contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Architect or Engineer occurring through failure of the Contractor to perform.
- N. The surety of the Contractor shall be and does hereby declare and acknowledge himself by acceptance to be bound to the Owner as a guarantor, jointly and in solido with the Contractor, for fulfillment of terms as set forth in these Specifications.

5.24 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.

5.25 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Owner from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Owner. In connection therewith, the Contractor shall execute the Hold Harmless Agreement furnished by the Owner (Attachment "E"). Work may not commence until such Hold Harmless Agreement is executed by the Contractor and received by the Owner.

Contractor will indemnify, defend and hold the Owner harmless, without limitation, from and

against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the Owner in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Owner shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Owner may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Owner shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Owner's unauthorized modification or alteration of a Product, Material, or Service; (ii) Owner's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) Owner's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Owner's exclusive remedy to take action in the following order of precedence: (i) to procure for the Owner the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Owner up to the dollar amount of the contract.

The Owner may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

5.26 Payment

5.26.1 Payment for Services

Monthly certificates for partial payment, in a form approved by the Owner, shall be transmitted to the Owner upon receipt from the Contractor and acceptance by the Owner. When the contract price is more than five hundred thousand dollars (\$500,000), these certificates shall be equal to ninety percent (95%) of both the work performed and materials stored at the site. Partial payment certificates shall include only work, materials and equipment that are included in an official work order and which meet the requirements of plans, specifications and contract documents. These monthly estimates shall show the amount of the original estimate for each item, the amount due on each item, the gross total, the retained percentage, the amount previously paid and the net amount of payment due.

After final completion and acceptance by the Owner of the entire work, the Owner shall issue to the Contractor a Certificate of Payment in a sum sufficient to increase total payments to ninety percent (95%) of the contract price.

The final payment certificate of the remaining ten percent (5%) of the contract price, minus any deduction for deficient or defective Work or other applicable deductions, will be issued by the Owner forty-five (45) days after filing acceptance in the Mortgage Office of the Parish and a Clear

Liens and Privilege Certificate has been secured. Before issuance of the final payment certificate, the Contractor shall deposit with the Owner a certificate from the Clerk of Court and Ex-Officio Recorder of Mortgages from the Parish in which the work is performed to the effect that no liens have been registered against contract work.

When, in the opinion of the Contractor, the work provided for and contemplated by the contract documents has been substantially completed, the Contractor shall notify the Owner in writing that the work is substantially complete and request a final inspection. The Owner shall proceed to perform such final inspection accompanied by the Contractor. Any and all work found by this inspection to be defective or otherwise not in accordance with the plans and specifications shall be corrected to the entire satisfaction of the Owner and at the sole expense of the Contractor. If the contract is found to be incomplete in any of its details, the Contractor shall at once remedy such defects, and payments shall be withheld and formal acceptance delayed until such work has been satisfactorily completed.

If payment is requested on the basis of materials and equipment not incorporated in the work, but delivered and suitably stored and protected from damage and theft at the site, the Request for Payment shall also be accompanied by such data, satisfactory to the Owner, as will establish Owner's title to the material and equipment and protect its interest therein, including applicable insurance.

Each subsequent Request for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Request for Payment.

Each subsequent request for payment shall include an affidavit by Contractor that Contractor, all subcontractors, agents, material suppliers and all other persons supplying material to the project upon which State of Louisiana and/or Parish sales taxes are lawfully due have paid these taxes and that all supplies and materials purchased for this project and for which Contractor has been paid have had all lawfully due State and/or Parish sales taxes paid.

The Bid Request (with the Respondent's Bid), unless otherwise modified in writing, and the contract constitute the complete project. The contract prices constitute the total compensation payable to Contractor and the cost of all of the work and materials, taxes, permits and incidentals must be included into the Bid submitted by the Contractor and included into those items listed on the Bid Request.

Any additional supporting data required by the Owner in order to substantiate Contractor's request for payment shall be furnished by Contractor at no cost to the Owner.

The Owner may withhold from payment to Contractor as may be necessary to protect itself from loss on account of:

- (1) Defective and/or inferior work;
- (2) Damage to the property of the Owner or others caused by Contractor;
- (3) Failure by Contractor to make payments properly to subcontractors or to pay for labor, materials or equipment used on this project;
- (4) Failure by Contractor to pay taxes due on materials used on this project;
- (5) Damage by Contractor to another Contractor;
- (6) Insolvency;
- (7) Bankruptcy, voluntary or involuntary;
- (8) Revocation of corporate status;

- (9) Failure to follow corporate formalities;
- (10) Unprofessional activities;
- (11) Unworkmanlike performance; and/or
- (12) Fraud and/or misrepresentation of any kind.

5.26.2 Unit of Measure Quantity Calculation(s)

The owner will provide Monitors to quantify the volume and weight of all materials brought onsite to ensure proper measure.

The contractor shall provide a two part ticket to TPCG to ensure proper tracking of tonnage quantities and shall include the following information on the ticket:

- Ticket Number
- Contract Number
- Contract Name
- Contractor Name
- Date
- Tonnage Amount
- Loading Departure Time
- Dump Arrival Time
- Type of Material

5.26.3 Acceptance and Final Payment(s)

Upon receipt of written notice from Contractor that the work is substantially complete and usable by the Owner in a suitable manner, the Owner and the Contractor shall jointly inspect the work.

If the Owner by inspection determines that the work is not substantially complete in a suitable manner for its use, then the Owner shall so notify the Contractor in writing stating such reason. All reasons need not be disclosed unless actually known. The Owner is afforded an opportunity to amend said notices as are reasonably possible.

If the Owner by its inspection determines that the work is substantially complete, it shall prepare a list of all items not satisfactorily completed and shall notify the Contractor in writing that the work is substantially complete and subject to satisfactory resolution of those items on the list (punch list). Punch lists may be amended from time to time by the Owner in the event that additional deficiencies are discovered. Any punch list generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list item. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The contract agency shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five (45) day lien period.

Upon determination of substantial completeness with the punch list, the contract time is interrupted, and the Contractor is given a reasonable time not to exceed thirty (30) consecutive calendar days to effect final completion by correcting or completing all of those items listed on the punch list. If the items on the punch list are not completed in a satisfactory manner within the thirty-day period, then the contract time will begin to run again and will include for purposes of determining liquidated damages the thirty-day period the grace period being withdrawn.

Upon receipt by the Owner of written determination that all work embraced by the contract has been completed in a satisfactory manner, the Owner shall provide a written acceptance to the Contractor who shall record the Owner's written acceptance with the recorder of Mortgages, TPCG Owner. The Contractor shall properly prepare, submit and pay for all costs associated with said acceptance. The Contractor is also responsible for preparation, re-submission and payment of any and all updated certificates.

Retainage monies, minus those funds deducted in accordance to the requirements of this agreement, shall be due Contractor not earlier than forty-six (46) calendar days after recordation of certificate of the Owner's acceptance provided the following:

Contractor shall prepare, secure, pay for and submit clear lien and privilege certificate, signed and sealed by Clerk of Court or Recorder of Mortgages, Owner of TPCG and dated at least forty-six (46) days after recordation of certificate of acceptance;

Ensure that the official representative of the Owner has accepted as per LSA-R.S. 38:2241.1, et seq. and that all following subsections have been properly satisfied as per law;

Ensure that all signatures are affixed and that there exists the requisite authority for all signatures;

Ensure accurate and proper legal descriptions;

Properly identify all parties and/or signatories;

Properly identify all mailing addresses;

Correctly set for the amount of the contract, together with all change orders;

Set out a brief description of the work performed;

Reference to any previously recorded contract, lien or judgment inscription that may affect the property;

Certification that substantial completion has occurred, together with any applicable date(s);

Certification that no party is in default and/or that the project has been abandoned.

After securing the clear lien and privilege certificate the Contractor shall prepare its final application for payment and submit to the Owner. The Owner shall approve application for payment, or state its objections in writing and forward to Contractor for resolution.

5.27 Termination

5.27.1 Termination of the Contract for Cause

The Owner shall submit a written notice to the Contractor and Surety which justifies placement of the Contractor in default if:

- 1. The Work is not begun within the time specified in the Notice to Proceed.
- 2. The Work is performed with insufficient workmen, equipment, or materials to assure prompt

- completion.
- 3. The Contractor performs unsuitable, neglected, or rejected work, refuses to remove materials.
- 4. The Work is discontinued.
- 5. The Work is not completed within the Contract Time or time extension.
- 6. Work is not resumed within a reasonable time after receiving a notice to continue.
- 7. The contractor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.
- 8. The Contractor allows any final judgment to stand unsatisfied for a period of ten (10) days.
- 9. The Contractor makes an assignment for the benefit of creditors.
- 10. The Work is not performed in an acceptable manner.

If the Contractor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the Contractor is placed into default, the Owner may obtain the necessary labor, materials, and equipment.

Enter into a new Contract in order to complete the Work. All costs incurred by the Owner for completing the Work under the new Contract will be deducted from the payment due the Contractor. If the expense exceeds the sum payable under the Contract, the Contractor and Surety shall be liable to pay the Owner the difference.

5.27.2 Termination of the Contract for Convenience

Owner may, at any time, terminate this Contract or any portion thereof, for Owner's convenience, upon providing written notice to the Contractor. In such case, Contractor shall be paid for all work completed through the date notice was provided (less payments already received) and reasonable demobilization and restocking charges incurred, and reasonable overhead and profit based upon industry standards on the work performed. In no event shall the Contractor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the Contractor was wrongfully terminated for cause, such termination shall be automatically converted to a termination for convenience under and payment made as provided under this Section.

5.27.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Owner. If the Owner fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

5.27.4 Effects of Termination

Upon receipt of notice from the Owner that the contract has been terminated, the Contractor shall immediately discontinue all operations. The Owner may then proceed with the work in any lawful manner that it may elect until the work is finally completed.

The exclusive right is reserved to the Owner to take possession of any machinery, implements, tools or materials of any description that shall be found upon the work, to account for said equipment and materials, and to use same to complete the project. When the work is finally completed, the total cost of same will be computed. If the total cost is less than the contract price, the difference will not be paid to the Contractor or its surety.

In case of termination, all expenses incident to ascertaining and collecting losses under the bond, including legal services, shall be assessed against the bond.

If the work should be stopped under any order of any court or public authority for period of sixty

(60) calendar days, through no act or fault of the Contractor or anyone employed by it, or if the Owner shall fail to pay the Contractor within a reasonable time any sum certified by the Owner, then the Contractor may, upon thirty (30) calendar days written notice to the Owner, stop work or terminate the contract and recover from the Owner payment for all work properly and professionally executed in a workmanlike manner. This loss specifically includes actual cost of materials and equipment, together with all wages inclusive of all federal, state, and local tax obligations. This loss specifically includes reimbursement of all insurances on a pro-rata basis from the date of termination to date of policy period. This loss excludes and specifically does not include recovery by the Contractor for lost profit, indirect & direct expenses, overhead, and the like.

5.28 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the Owner. 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 Owner.

5.29 No Guarantee of Quantities

The quantities referenced in the Bid Request are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the Owner to increase or decrease the amount, at the unit price stated in the Bid.

The Owner does not obligate itself to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

5.30 Audit of Records

The Owner Auditor, state auditors, federal auditors or others so designated by the Owner, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after Project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

5.31 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

5.32 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least Three (3) years after final payment.

5.33 Record Ownership

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

5.34 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the Bid Request and/or the Contractor's Bid, the inconsistency shall be resolved by giving precedence first to the final contract, then to the Bid Request and subsequent addenda (if any) and finally, the Contractor's Bid.

5.35 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this Bid Request shall be made without the prior written approval of the Owner. If any additional work is

performed by the Contractor without such written approval, the cost of the work will be borne solely by the Contractor and will not be reimbursed by the Owner.

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 and/or change order.

5.36 Substitution of Personnel

The Owner intends to include in any contract resulting from this Bid Request 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 Owner 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 Bid.

5.37 Governing Law

All activities associated with this Bid Request process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and specifications listed in this Bid Request. Jurisdiction and venue for any suit filed in connection with this Bid Request process and contract shall be exclusive to the 32th Judicial District Court for the Parish of Terrebonne, State of Louisiana.

5.38 Anti-Kickback Clause

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

5.39 Clean Air Act

"Clean Air Act" – The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to Terrebonne Parish Consolidated Government and understands and agrees that Terrebonne Parish Consolidated Government will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act" – The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to Terrebonne Parish Consolidated Government and understands and agrees that Terrebonne Parish Consolidated Government will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA."

5.40 Equal Employment Opportunity

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or

disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the <u>contractor's</u> legal duty to furnish information.

- 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

5.41 Byrd Anti-Lobbying Act 31 U.S.C. § 1352 (as amended)

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency'.

44 C.F.R. Part 18 – Certification Regarding Lobbying must be signed and included with the contract documents.

APPENDIX 'A', 44 C.F.R. PART 18 - 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:

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.

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.

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.C. 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 the Contractor understands and agrees that the provisions of 31	· · · · · · · · · · · · · · · · · · ·		
Remedies for False Claims and Statements, apply to this certifications			
Signature of Contractor's Authorized Official	Date		
Name and Title of Contractor's Authorized Official	_		

5.42 Debarment and Suspension Act

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

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Terrebonne Parish Consolidated Government. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available Terrebonne Parish Consolidated Government, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

5.43 Procurement of Recovered Materials

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

Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

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

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

5.44 Contract Work Hours and Safety Standards Act

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

- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3. Withholding for unpaid wages and liquidated damages. Terrebonne Parish Consolidated Government shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."
- 5. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

5.45 FEMA Provisions (Additional)

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national

- security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roamin, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and* ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

Access to Records

- "The Contractor agrees to provide South Louisiana Electric Cooperative Association, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, South Louisiana Electric Cooperative Association and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive

orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

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

Program Fraud and False or Fraudulent Statements or Related Acts

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

Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Copyright and Data Rights

License and Delivery of Works Subject to Copyright and Data Rights - The Contractor grants to the (insert name of the non-federal entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to South Louisiana Electric Cooperative Association or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to South Louisiana Electric Cooperative Association data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the South Louisiana Electric Cooperative Association. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

ATTACHMENT "A"

Projec	t Name:	Terrebonne Parish Consolidated Government Hurricane Ida Street Sign Replacement
Bid Op	en Date:	
		BIDDERS CHECK LIST
Check	off each box a	as you complete the instructions.
	Bid form must responsive bid	be completed in full and signed properly for consideration as a dder.
	firm or partner be in the form Work Bid Forr Bids by partne	vidence of the authority of the person signing on behalf of the individual, rship must be attached. In the case of a corporation, said authority must of a corporate resolution as specified on the Louisiana Uniform Public m. erships must be executed in the partnership name and signed by a partner, d signature must appear on the bid form.
	Bidders must : Form)	acknowledge all addenda. (See the Louisiana Uniform Public Work Bid
	provided. The bid form	50,000.00 or more, Louisiana Contractor's License Number must be requires contractor license number – the form does not differ if a bid selow \$50,000.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Terrebonne Parish
Consolidated Government
8026 Main Street, 7th Floor
Houma, Louisiana 70360

BID FOR: Terrebonne Parish Consolidated Government – Hurricane Ida Street Sign Replacement

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Royal Engineers & Consultants, L.L.C., 1501 Religious St.., New Orleans, LA 70122 (504) 283-9400 and dated: January, 2023

Bidders must acknowledge all addenda. The Bidder acknowledges	receipt of the following ADDEN	DA: (Enter the number the
Designer has assigned to each of the addenda that the Bidder is acknowled	lging)	<u>.</u>
TOTAL BASE BID: For all work required by the Bidding Doo Bid" * but not alternates) the sum of:	cuments (including any and all un	nit prices designated "Base
	Dollars	(\$
ALTERNATES: For any and all work required by the Bidding D designated as alternates in the unit price description.	ocuments for Alternates including	g any and all unit prices
Alternate No. 1 (Owner to provide description of alternate and state whether a	dd or deduct) for the additional sum	of:
	Dollars (\$	
Alternate No. 2 (Owner to provide description of alternate and state whether a	dd or deduct) for the additional sum	of:
N/A	Dollars (\$	N/A
Alternate No. 3 (Owner to provide description of alternate and state whether a	dd or deduct) for the lump sum of:	
<u>N/A</u>	Dollars (\$	N/A
NAME OF BIDDER:		
ADDRESS OF BIDDER:		
LOUISIANA CONTRACTOR'S LICENSE NUMBER:		
NAME OF AUTHORIZED SIGNATORY OF BIDDER:		
TITLE OF AUTHORIZED SIGNATORY OF BIDDER:		_
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER	**•	
DATE:		

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

- * The <u>Unit Price Form</u> shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.
- ** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

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

BID FOR: TPCG - IDA Street Sign Repair

	TPCG			
	301 Plant Rd.	22		
	Houma, La 7036	3		
UNIT PRICES: The stated in figures and		ed for any and all work	required by the Biddi	ing Documents and described as unit prices. Amounts shall be
DESCRIPTION:	_x_Base Bid or	Alt. #	REMOVE AND RE	LOCATE SIGN
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	842.0	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Remove and Dispose	e Sign Pole
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
2	915.0	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Remove and Dispose	e Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
3	144.0	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	REPLACE PIPE S	IGN POLE
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4	20.0	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	REPLACE U-CHAN	NNEL SIGN POLE
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
5	2232	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	REPLACE DO NO	T ENTER SIGN (30x30)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
6	16.0	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	REPLACE NO LEF	T TURN SIGN
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
7	1.0	EA		()
]				

TO: Purchasing Department

10:	Furchasing Depa	пинен	DID FOR:	TFCG - IDA Sireei Sign Kepair
	TPCG		-	
	301 Plant Rd.		_	
	Houma, La 7036	53	•	
			•	
UNIT PRICES: Th	is form shall be use	ed for any and all work	required by the Biddi	ng Documents and described as unit prices. Amounts shall be
stated in figures and				8
			DEDI I GE MO DI	NAME OF THE PROPERTY OF THE PR
DESCRIPTION:	_x_Base Bid or	Alt. #	REPLACE NO PAI	RKING ANY TIME LEFT ARROW SIGN (24x24)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
8	1	EA		
6	1	LA		
DESCRIPTION:	_x_Base Bid or	Alt. #	REPLACE NO PAI	RKING ANY TIME NO ARROW SIGN (24x24)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
9	16	EA		
9	10	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	REPLACE NO TRU	JCK ROUTE SIGN
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
10	4.0	T.A		
10	4.0	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	REPLACE ONE W	AY LEFT SIGN (36x12)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
11	17.0	ΕA		
11	17.0	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	REPLACE ONE WA	AY RIGHT SIGN (36x12)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
12		Ε.		, , , , , , , , , , , , , , , , , , ,
12	24.0	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	REPLACE SCHOOL	L ZONE SIGN
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
	1.0	T.A		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
13	1.0	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	REPLACE SPEED	LIMIT SIGN (24x30)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
			OWIT TRICE	Civil rided Extension (Quantity times out thee)
14	505.0	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	REPLACE SPEED	LIMIT SIGN (30x36)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
KET. NO.	QUANTITI	UNIT OF MEASURE	UNITERICE	ONLY TRICE EXTENSION (Quality times out Price)
15	1.0	EA		
•		i e		,

TO:	Purchasing Depa	rtment	BID FOR:	TPCG - IDA Street Sign Repair
	TPCG			
	301 Plant Rd.			
	Houma, La 7036	3		
		ed for any and all work	required by the Biddi	ing Documents and described as unit prices. Amounts shall be
stated in figures and		A 1. //	DEDI AGE GTOD G	ION (20, 20)
DESCRIPTION:	X Base Bid or	Alt. # UNIT OF MEASURE	REPLACE STOP S	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
16	140	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	REPLACE STREET	NAME SIGN
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
17	1927	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	UNKNOWN CONE	DITION OF STREET NAME SIGN
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
18	2	EA		
10	2	LA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	REPLACE UNKNO	WN SIGN TYPE
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
19	86	EA		
DESCRIPTION:	x Base Bid or	Alt. #	UNKNOWN COND	OITION OF UNKNOWN SIGN TYPE
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
20	4	EA		
DESCRIPTION:	x Base Bid or	Alt.#	Replace 500 FT Sign	1
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
KEF. NO.	QUANTITI	UNIT OF MEASURE	UNIT FRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
21	2	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace AHEAD Si	gn
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
22	9	EA		,
DESCRIPTION:	<u>x</u> _Base Bid or	Alt. #	Replace AHEAD PI	AQUE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
23	1	EA		

10:	ruichasing Depa	ii tiiieiit	DID FUK:	TFCG - IDA Sireei Sign Kepair
	TPCG			
	301 Plant Rd.		•	
		· ^ _	•	
	Houma, La 7036	0.5		
UNIT PRICES: Th	is form shall be use	ed for any and all work	required by the Biddi	ng Documents and described as unit prices. Amounts shall be
stated in figures and		•	•	
_				
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace ALL WAY	Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
KLI. NO.	QUANTITI	CIVIT OF WILASCRE	ONTTRICE	OWITT RICE EXTENSION (Quantity times out Thee)
24	81	EA		
DEG CRIPTION	D D:1	4.1. #	P 1 PIGUGLE	CAN (DOL CALLED CADWAY) C.
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace BICYCLE	SYMBOL SHARE THE ROADWAY Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
TEET (110)	QUILITII	OTHER OF MERIDORE	orar race	eritritues sitts (Quantity vintes emvirtee)
25	2	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace BOURG RE	ECREATION CENTER Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
26	1.0	.		
26	1.0	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt #	Replace BRIDGE C	LOSED TO TRAFFIC Sign
DESCRIPTION.	_k_Buse Bid of		першее видов с	LOGED TO TRAITIC SIGN
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
27	4	E.4		
27	1	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt.#	Replace BRIDGE M	AY ICE IN COLD WEATHER Sign
BESCHII HOTA	_==			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
20	2	E.4		
28	2	EA		
	1			
DESCRIPTION:	<u>x</u> Base Bid or	Alt.#	Replace CATTLE G	UARD Sign
	_=			-
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
20	2	E.4		
29	3	EA		
		<u>I</u>		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace CAUTION	CHILDREN AT PLAY Sign
DEE NO	OLIANTITY	INIT OF MEACURE	LIMIT DDICE	LIMIT PRICE EVTENCION (Overtity times Heit Bries)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
30	1	EA		
	•			
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace CAUTION	HEARING IMPAIRED RESIDENT Sign
DEE NO	OLIANITITY	INIT OF MEAGURE	LIMIT PRICE	INIT DDICE EVTENCION (O
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
31	1	EA		
- -	Ī	I		

BID FOR: TPCG - IDA Street Sign Repair

	TPCG		_	
301 Plant Rd.				
	Houma, La 7036	53		
UNIT PRICES: Th stated in figures and		ed for any and all work	required by the Biddi	ing Documents and described as unit prices. Amounts shall be
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace CAUTION	PEDESTRIANS MUST YIELD TO MOTORISTS Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
32	1	EA		
DESCRIPTION:	x Base Bid or	Alt. #	Replace CAUTION	RECREATIONAL AREA Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
33	1	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace CAUTION	RESIDENTIAL AREA Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
34	5	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace CAUTION	SPEED BREAKER AHEAD Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
35	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace CAUTION	SPEED BUMP Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
36	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace CHEVRON	ALIGNMENT (LEFT) Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
37	14	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace CHEVRON	ALIGNMENT (RIGHT) Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
38	9	EA		

TO: Purchasing Department

10:	Purchasing Depa	ırtınent	DID FOR:	Tr CG - IDA sireet sign kepair
	TPCG			
	301 Plant Rd.		•	
	Houma, La 7036	[3	,	
	110 41114, 24 7 00 0		•	
LIMIT DDICES: Th	is form shall be use	od for any and all work	raquired by the Diddi	ing Documents and described as unit prices. Amounts shall be
stated in figures and		ed for any and an work	required by the Biddi	ing Documents and described as unit prices. Amounts shall be
stated in figures and				
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace CHILDREN	N AT PLAY Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITI	UNIT OF MEASURE	UNIT FRICE	UNIT FRICE EXTENSION (Quality times Unit Frice)
39	8	EA		
DESCRIPTION:	v. Paga Did or	A 1+ #	Replace CHURCH S	Sion
DESCRIPTION:	_x_Base Bid or	AII. #	Replace CHURCH S	sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
40	0	E.4		
40	8	EA		
		•		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace COMBON I	BRIDGE w/ LEFT ARROW Sign
DEE NO			I D HT DD I GE	ADJET DRIGHT EXTERNATION (O. 1711 A. D. 1712 D.
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
41	1	EA		
	p p:1		n 1 cnocc no	A D GYD (DOY G)
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace CROSS RO	AD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
				()
42	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt.#	Replace DEAD END) Sign
			-	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
43	112	EA		
	112	2		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace DO NOT LI	ITTER \$500 FINE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Tablifia		erar er mensene	or ar rade	erial rideal Editation (Quantity times emerine)
44	18	EA		
DESCRIPTION:	x Base Bid or	Alt #	Replace DO NOT PA	ASS Sign
DESCRIPTION.	_A_Buse Blu of		replace Bo 110111	iss sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
45	2	EA		
40	2	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace DRUG FRE	EE ZONE Sign
DEE NO	OLIANTITY	INIT OF MEACURE	LIMIT DDICE	UNIT DDICE EVTENCION (Overtity times Huit Dries)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
46	1	EA		
	I	Ī		

BID FOR: *TPCG - IDA Street Sign Repair*

			•	
	301 Plant Rd.		_	
	Houma, La 7036	53	_	
		ed for any and all work	required by the Bidd	ing Documents and described as unit prices. Amounts shall be
stated in figures and	d only in figures.			
	1			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace EMERGEN	ICY VEHICLE SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
47	3	EA		
	p p:1	A.1. //	n 1 Folymur	All Choconyo C
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace EQUIPME	NT CROSSING Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
48	2	EA		
DESCRIPTION:	x Base Bid or	A 1+ #	Replace FIRE STAT	FION Sign
			_	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
49	3	EA		
	1			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace HANDS FR	REE ZONE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
50	1	EA		
	T			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace HEARING	AND SIGHT IMPAIRED Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
51	1	EA		
	_			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace HEARING	IMPAIRED Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
52	3	EA		
	_			
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace HEARING	IMPAIRED RESIDENT Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
53	17	EA		
•				

TO: Purchasing Department

TPCG

10:	Furchasing Depa	ument	DID FOR:	1FCG - 1DA Sireei Sign Kepair
	TPCG			
	301 Plant Rd.		-	
	Houma, La 7036	53	<u>.</u>	
		ed for any and all work	required by the Bidd	ing Documents and described as unit prices. Amounts shall be
stated in figures an DESCRIPTION:	x Base Bid or	Alt.#	Replace HILL SYM	BOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
54	1	EA	UNITRICE	ONTT TRICE EXTENSION (Quantity times cint Trice)
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace KEEP RIGI	HT Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
55	3	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace LEFT ARR	OW Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
56	1	EA		
	1			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace LEFT CUR	VE AHEAD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
57	8	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace LEFT DIAG	GONAL ARROW Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
58	1	EA		
DESCRIPTION:	_x_Base Bid or		Replace LEFT DIAG	GONAL ARROW PLAQUE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
59	7	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace LEFT TUR	N AHEAD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
60	10	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace LIGHT TR.	AFFIC ONLY Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
61	1	EA		

TO:	Purchasing Depa TPCG	rtment	BID FOR:	TPCG - IDA Street Sign Repair
	301 Plant Rd.		_	
	Houma, La 7036	2	•	
	Houma, La 7030		=	
UNIT PRICES: The stated in figures and		ed for any and all work	required by the Bidd	ing Documents and described as unit prices. Amounts shall be
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace LOCAL TR	RAFFIC ONLY Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
62	2	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace NO DOUB	LE PARKING Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
63	1	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace NO DUMP	ING Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
64	6	EA		
	•			
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace NO DUMP	ING \$500 FINE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
65	3	EA		
	1			
DESCRIPTION:	_x_Base Bid or			ING PERMIT CODE LITTERING PROHIBITED Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
66	1	EA		
	1			
DESCRIPTION:	<u>x</u> Base Bid or			ING VIOLATORS WILL BE PROSECUTED Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
67	1	EA		
	1			
DESCRIPTION:	_x_Base Bid or			RING \$500 FINE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
68	2	EA		
	T			
DESCRIPTION:	_x_Base Bid or		Replace NO LOITE	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
69	1	EA		

TO:	: Purchasing Department		BID FOR:	TPCG - IDA Street Sign Repair
	TPCG 301 Plant Rd.		-	
		2	-	
	Houma, La 7036	3	-	
UNIT PRICES: TI stated in figures an		ed for any and all work	required by the Bidd	ing Documents and described as unit prices. Amounts shall be
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace NO OUTLI	ET Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
70	5	EA		
	•	<u>.</u>		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace NO OVER	WEIGHT VEHICLES Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
71	3	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace NO PARKI	NG Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
72	14	EA		
	_			
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace NO PARKI	NG BETWEEN 7:00 AM & 2:30 PM Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
73	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace NO PARKI	NG BETWEEN SIGNS Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
74	10	EA		
	1			
DESCRIPTION:	_x_Base Bid or	-		ING BETWEEN SIGNS LEFT ARROW Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
75	1	EA		
	T			
DESCRIPTION:	<u>x</u> Base Bid or			NG BUS TURNAROUND Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
76	1	EA		
	T			
DESCRIPTION:	_x_Base Bid or			NG EMERGENCY LANE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
77	1	EA		

10:	Furchasing Depa	irtinent	DID FOR:	1FCG - 1DA Sireei Sign Kepair
	TPCG			
	301 Plant Rd.			
	Houma, La 7036	53	•	
I DUT DDIGEG T	1: 6 1 11 1	16 111 1	. 11 4 5:11	
stated in figures an		ed for any and all work	required by the Biddi	ing Documents and described as unit prices. Amounts shall be
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace NO PARKI	NG FIRE LANE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
78	3	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace NO PARKI	NG HERE TO CORNER Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
79	4	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace NO PARKI	NG IN BUS TURN AROUND Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
80	3	EA		
			n i voniny	NA VA STADDIVA VA FISVIDIA IV AVA DA I DIVIVI
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace NO PARK. Sign	ING NO STOPPING NO FISHING ALONG ROADWAY
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
81	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace NO PARKI	NG ON GRASS Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
82	3	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace NO PARKI	NG ON NEUTRAL GROUND Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
83	7	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace NO PARKI	NG THIS SIDE OF STREET Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
84	52	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace NO PARKI	NG TOW AWAY ZONE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
85	2	EA		

TO:	Purchasing Depa	rtment	BID FOR:	TPCG - IDA Street Sign Repair
	TPCG			
	301 Plant Rd.	2	•	
	Houma, La 7036	3	-	
UNIT PRICES: The stated in figures and		ed for any and all work	required by the Biddi	ing Documents and described as unit prices. Amounts shall be
DESCRIPTION:	x Base Bid or	Alt. #	Replace NO PASSIN	NG ZONE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
86	2	EA		
	Γ			
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace NO SWIMN	MING ALLOWED Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
87	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace NO THRU	TRAFFIC Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
88	1	EA		
	L			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace NO THRU	TRUCKS Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
89	2	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace NO TRUCK	S Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
90	11	EA		
	Г			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace NO TRUCK	KS SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
91	1	EA		
	<u> </u>			
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace NO VEHIC	ULAR TRAFFIC Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
92	1	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace OBJECT M	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
93	373	EA		

BID FOR: TPCG - IDA Street Sign Repair

	TPCG			
	301 Plant Rd.		•	
	Houma, La 7036	3		
UNIT PRICES: The stated in figures and		ed for any and all work	required by the Biddi	ng Documents and described as unit prices. Amounts shall be
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace ONE DIRE	CTION LARGE ARROW (LEFT) Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
94	7	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace ONE DIRE	CTION LARGE ARROW (RIGHT) Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
95	9	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace PAVEMEN	T ENDS Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
96	1	EA		
DESCRIPTION:	x Base Bid or	Alt. #	Replace PED XING	PLAQUE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
97	1	EA		
		I		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace PEDESTRI	AN CROSSING AHEAD PLAQUE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
98	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace PEDESTRI	AN CROSSING SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
99	4	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace PLAYGRO	UND Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
100	11	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace RECREAT	ION AREA Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
101	1	EA		

TO: Purchasing Department

TO:	Purchasing Department TPCG		BID FOR:	TPCG - IDA Street Sign Repair
	301 Plant Rd.		=	
	Houma, La 7036	2	•	
	Houma, La 7030		=	
UNIT PRICES: The stated in figures and		ed for any and all work	required by the Bidd	ing Documents and described as unit prices. Amounts shall be
DESCRIPTION:	x Base Bid or	Alt. #	Replace RECREAT	IONAL AREA Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
102	2	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace REDUCE S	SPEED AHEAD Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
103	2	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace REDUCED	SPEED AHEAD Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
104	1	EA		
-	_			
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace RESERVEI	D PARKING FOR PERSONS WITH DISABILITIES Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
105	2	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace RESIDENT	TIAL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
106	1	EA		
	_			
DESCRIPTION:	_x_Base Bid or			CURVE AHEAD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
107	10	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace REVERSE	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
108	1	EA		
	•			
DESCRIPTION:	_x_Base Bid or		•	TURN AHEAD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
109	1	EA		

TO:	Purchasing Depa	rtment	BID FOR:	TPCG - IDA Street Sign Repair
	TPCG		•	
	301 Plant Rd.	2	•	
	Houma, La 7036	3	•	
UNIT PRICES: The stated in figures and		ed for any and all work	required by the Bidd	ing Documents and described as unit prices. Amounts shall be
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace REVERSE	TURN SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
110	1	EA	CIVITITUEL	CTATTAGE EXTENSION (Quantity times one trice)
110	1	Lit		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace RIGHT AR	ROW Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
111	1	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace RIGHT CU	IRVE AHEAD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
112	6	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace RIGHT LA	NE MUST TURN RIGHT Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
113	1	EA		
	I			
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #		RN AHEAD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
114	6	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace ROAD CLO	OSED NEXT 500FT. Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
115	1	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace SCHOOL S	Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
116	10	EA		
DESCRIPTION:	x Base Bid or	Alt. #	Replace SCHOOL A	AREA/CROSSING SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
117	22	EA		

10:	Furchasing Depa	ument	DID FOR:	1FCG - 1DA Sireei Sign Kepair
	TPCG			
	301 Plant Rd.			
	Houma, La 7036	53	<u>.</u>	
UNIT PRICES: To stated in figures an		ed for any and all work	required by the Biddi	ing Documents and described as unit prices. Amounts shall be
DESCRIPTION:	x_Base Bid or	Alt. #	Replace SCHOOL E	BUS TURN AROUND Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
118	4	EA		
DESCRIPTION:	n Dana Didan	A 14 - 44	Daniaga SCHOOL S	EDEED I IMIT 15 WHEN ELACHING C
	_x_Base Bid or			PEED LIMIT 15 WHEN FLASHING Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
119	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace SIDE ROA	D AHEAD SYMBOL (LEFT) Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
120	2	EA		
	•			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace SIDE ROA	D AHEAD SYMBOL (RIGHT) Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
121	3	EA		
	T			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace SIGHT IMI	PAIRED RESIDENT Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
122	5	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace SIGNAL A	HEAD Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
123	6	EA		
			•	
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace SIGNAL A	HEAD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
124	7	EA		
	I.	l .	1	
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace SLOW CHI	ILDREN AT PLAY Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
125	5	EA		

TO:	Purchasing Depa	rtment	BID FOR:	TPCG - IDA Street Sign Repair
	TPCG		•	
	301 Plant Rd.	2		
	Houma, La 7036	3		
UNIT PRICES: The stated in figures and		ed for any and all work	required by the Bidd	ing Documents and described as unit prices. Amounts shall be
DESCRIPTION:	x Base Bid or	Alt.#	Replace SLOW LIM	IITED SIGHT DISTANCE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
126	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace SLOW SPE	EED BREAKER AHEAD Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
127	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace SMALL Of	NE DIRECTONAL ARROW (LEFT) Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
128	1	EA		
	1			
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace SMALL TV	WO DIRECTIONAL ARROW Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
129	1	EA		
	ı			
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace SMITHRID	OGE BRIDGE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
130	1	EA		
DESCRIPTION:	<u>x</u> Base Bid or		-	EAKER AHEAD Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
131	1	EA		
	1			
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace SPEED BU	MP Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
132	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace SPEED CH	ECKED BY RADAR Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
133	1	EA		

10:	Furchasing Depa	ument	DID FOR:	1FCG - 1DA Sireei Sign Kepair
	TPCG			
	301 Plant Rd.			
	Houma, La 7036	53	•	
I D HE DD LOEG . TO	1: 6 1 111	1.6	. 11 4 5:11	
stated in figures an		ed for any and all work	required by the Biddi	ing Documents and described as unit prices. Amounts shall be
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace SPEED RE	DUCTION Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
134	1	EA		
	т			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace STOP AHE	AD Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
135	34	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace STOP AHE	AD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
136	36	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace STOP FOR	PEDESTRIAN IN CROSSWALK Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
137	6	EA		
	1			
DESCRIPTION:	<u>x</u> _Base Bid or	Alt. #	Replace STOP SIGN	N AHEAD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
138	1	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace TERREBO	NE PARISH 115 Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
139	1	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace TERREBO	NE PARISH 61 Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
140	3	EA		
			•	
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace TERREBO	NNE PARISH Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
141	1	EA		

10:	Furchasing Depa	ument	DID FOR:	1FCG - 1DA Sireei Sign Kepair
	TPCG			
	301 Plant Rd.		<u>.</u>	
	Houma, La 7036	53	<u>-</u>	
I D WE DD LOUIS . TH				
stated in figures an		ed for any and all work	required by the Biddi	ing Documents and described as unit prices. Amounts shall be
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace TERREBO	NNE PARISH 111 Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
142	1	EA		
	T			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace TERREBO	NNE PARISH 19 Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
143	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace TERREBO	NNE PARISH 59 Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
144	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace TERREBO	NNE PARISH 29 Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
145	1	EA		
	1			
DESCRIPTION:	<u>x</u> _Base Bid or	Alt. #	Replace TRUCK RO	OUTE PALM AVE TO HWY 182RIGHT ARROW Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
146	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace TRUCK W	EIGHT LIMITS Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
147	6	EA		
	T			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace TWO DIRE	ECTION LARGE ARROW Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
148	5	EA		
DESCRIPTION:	<u>x</u> _Base Bid or	Alt. #	Replace TWO WAY	TRAFFIC Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
149	1	EA		

10:	Furchasing Depa	irumeni	DID FOR:	TFCG - IDA Sireei Sign Kepair
	TPCG			
	301 Plant Rd.		•	
	Houma, La 7036	53		
UNIT PRICES: The stated in figures and		ed for any and all work	required by the Biddi	ing Documents and described as unit prices. Amounts shall be
DESCRIPTION:	x Base Bid or	Alt. #	Replace VISION IM	IPAIRED Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
150	1	EA		
	•			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace VISION IM	IPAIRED RESIDENT Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
151	1	EA		
	-			
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace WATCH FO	OR CHILDREN Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
152	1	EA		
DESCRIPTION:	<u>x</u> Base Bid or	Alt. #	Replace WATCH FO	OR CHILDREN PLAYING Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
153	1	EA		
	T			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace WATER Of	N ROAD AHEAD Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
154	1	EA		
	T			
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace WEIGHT L	IMIT 10 TONS Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
155	35	EA		
DESCRIPTION:	x_Base Bid or	Alt. #	Replace WEIGHT L	IMIT 15 TONS Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
156	1	EA		
DESCRIPTION:	_x_Base Bid or	Alt. #	Replace WEIGHT L	IMIT 3 TONS Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
157	3	EA		

TO:	Purchasing Depart	tment	BID FOR:	TPCG - IDA Street Sign Repair
	TPCG			
	301 Plant Rd.			
	Houma, La 70363			
UNIT PRICES: TI	his form shall be used	l for any and all w	ork required by the Bidd	ing Documents and described as unit prices. Amounts shall be
stated in figures an	d only in figures.			
DESCRIPTION.	y Paga Did or	A 1+ #	Panlaga WEIGHT I	IMIT 5 TONS Sign

REF. NO. QUANTITY UNIT OF MEASURE UNIT PRICE UN	NIT PRICE EXTENSION (Quantity times Unit Price)
158 5 EA	

DESCRIPTION:	_x_Base Bid orAlt. # Replace unknown Sign			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
159	1	EA		

TO:	TO: Purchasing Department TPCG 301 Plant Rd.		BID FOR:	TPCG - IDA Street Sign Repair		
	Houma, La 70363	3				
UNIT PRICES: To stated in figures and		ed for any and all work	required by the Bidd	ling Documents and described as unit prices. Amounts shall be		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	REMOVE AND REL	OCATE SIGN		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
A-1	112	EA				
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # <u>_l</u>	REMOVE AND DIS	POSE OF SIGN T		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
A-2	6	EA				
DESCRIPTION:	Base Bid or _x	Base Bid or _x_Alt. # _1 REMOVE AND DISPOSE OF SIGN POLE				
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
A-3	125	EA				
DESCRIPTION:	Base Bid or _x	Alt. # 1	REPLACE PIPE SIG	N POLE		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
A-4	3	EA		(4)		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	REPLACE U-CHAN	NEL SIGN POLE		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
A-5	255	EA				
DESCRIPTION:	Base Bid or <u>x_</u> Alt. # <u>1</u>		REPLACE DO NOT	ENTER SIGN		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
A-6	10	EA				
	I					
DESCRIPTION:	Base Bid or _x		1	TURN SIGN (36x36)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
A-7	1	EA				
DESCRIPTION:	Base Bid or _x	_Alt. # _1	REPLACE NO PARI	KING ANY TIME NO ARROW SIGN		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
A-8	4	EA				
DESCRIPTION:	Base Bid or _x_Alt. # _1 REPLACE NO TRUCK ROUTE SIGN					
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)		
A-9	2	EA				

DESCRIPTION:	Base Bid or _x	_Alt. # _1	REPLACE ONE WA	Y LEFT SIGN (36x12)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-10	6	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	REPLACE ONE WA	Y LEFT SIGN (54x18)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-11	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	REPLACE ONE WA	Y RIGHT SIGN (36x12)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-12	4	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	REPLACE ONE WA	Y RIGHT SIGN (54x18)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-13	1	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	REPLACE SPEED L	IMIT SIGN (24x30)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-14	36	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	REPLACE SPEED L	IMIT SIGN (30x36)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-15	12	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	UNKNOWN CONDI	TION OF SPEED LIMIT SIGN
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-16	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	REPLACE STOP SIG	GN (36x36)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-17	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	REPLACE STOP SIG	GN (30x30)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-18	3	EA		
DESCRIPTION:	Base Bid or <u>x</u>	Alt. # 1	REPLACE STREET	NAME SIGN
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-19	122	EA	1111102	(2
		<u> </u>	I	1
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	UNKNOWN CONDI	TION OF UNKNOWN SIGN TYPE SIGN
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-20	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	REPLACE YIELD SI	IGN (48x48x48)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-21	2	EA		

DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace 6:30-9:00 AN	1 2:00-4:30 PM SCHOOL DAYS Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-22	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace ADVANCE	INTERSECTION LANE CONTROL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-23	9	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace AHEAD Sign	1
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-24	3	EA		
DESCRIPTION:	Base Bid orx	_Alt. # _1	Replace AHEAD PLA	AQUE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-25	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace ALL WAY S	ign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-26	4	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	Replace BICYCLE M	AY USE FULL LANE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-27	1	EA		
DESCRIPTION:	_Base Bid or _x	_Alt. # _1	Replace BIKE ROUT	E Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-28	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace CHEVRON	ALIGNMENT (LEFT) Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-29	5	EA		
DESCRIPTION:	Base Bid orx	_Alt. # _1	Replace CHEVRON	ALIGNMENT (RIGHT) Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-30	3	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	Replace CHURCH Si	gn
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-31	1	EA		
DESCRIPTION:	Base Bid or _x	Alt. # _1	Replace CROSS ROA	D SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-32	1	EA		

DESCRIPTION:	Base Bid orx	_Alt. # _1	Replace DIRECTION	JAL ARROW Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-33	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace DIRECTION	NAL ARROW AUXILARY (RIGHT) Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-34	1	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	Replace DO NOT LIT	TTER! \$500 FINE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-35	5	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	Replace EMERGENO	CY VEHICLE SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-36	3	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace EMERGENO	CY VEHICLES ONLY Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-37	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace FIRE STATI	ION Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-38	2	EA		
DESCRIPTION:	_Base Bid or _x	_Alt. # _1	Replace HANDS FRE	EE ZONE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-39	3	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace HILL Sign	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-40	1	EA		
DESCRIPTION:	_Base Bid or <u>x</u>	_Alt. # _1	Replace HOSPITAL S	SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-41	1	EA		
DESCRIPTION:	Base Bid orx	_Alt. # _1	Replace INTERSECT	TION LANE CONTROL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-42	1	EA		
DESCRIPTION:	Base Bid or _x	Alt. # _1	Replace KEEP RIGH	T Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-43	2	EA		

DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	Replace LANE CON	TROL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-44	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace LEFT CURV	E AHEAD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-45	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace LEFT DIAG	ONAL ARROW PLAQUE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-46	8	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace LEFT TURN	AHEAD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-47	2	EA		
DESCRIPTION:	_Base Bid or _x	_Alt. # _1	Replace NO DUMPIN	NG Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-48	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace NO DUMPIN	NG \$500 FINE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-49	1	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	Replace NO PARKIN	IG BETWEEN SIGNS LEFT ARROW Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-50	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace NO PARKIN	IG HERE TO CORNER Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-51	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace NO PARKIN	IG ON GRASS Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-52	3	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace NO PARKIN	IG THIS SIDE OF STREET Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-53	15	EA		
DESCRIPTION:	_Base Bid or _x	_Alt. # _1	Replace NO PASSING	G ZONE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-54	3	EA		

DESCRIPTION:	Base Bid orx	_Alt. # _1	Replace NO TRUCKS	S Sign (24x24)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-55	9	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace NO TRUCKS	S Sign (36x36)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-56	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace OBJECT MA	ARKER Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-57	25	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace OPTIONAL	MOVEMENT LANE CONTROL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-58	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace PED XING S	Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-59	1	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	Replace PEDESTRIA	N CROSSING SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-60	12	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace PLANT ENT	TRANCE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-61	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace PLAYGROU	JND Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-62	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace RESERVED	PARKING for persons with disabilities Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-63	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace REVERSE C	CURVE AHEAD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-64	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace RIGHT LAN	IE MUST TURN RIGHT Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-65	1	EA		

DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace SCHOOL Sign	gn
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-66	3	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace SCHOOL AI	REA/CROSSING SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-67	5	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace SIDE ROAD	9 Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-68	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace SIDE ROAD	AHEAD SYMBOL (LEFT) Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-69	3	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	Replace SIGNAL AH	IEAD Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-70	14	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace SIGNAL AH	IEAD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-71	19	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace STOP AHEA	AD Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-72	13	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace STOP AHEA	AD SYMBOL Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-73	16	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace STOP FOR I	PEDESTRIAN IN CROSSWALK Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-74	5	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	Replace STOP HERE	ON RED Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-75	2	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace TRUCK RO	UTE Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-76	1	EA		
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DESCRIPTION:	Base Bid orx	_Alt. # _1	Replace UNMUFFLE	ED COMPRESSION BRAKES PROHIBITED Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-77	1	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	Replace WATCH CH	IILDREN Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-78	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace WATER ON	ROAD Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-79	1	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	Replace WATER ON	ROAD AHEAD Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-80	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace WEIGHT LI	MIT Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-81	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace WEIGHT LI	MIT 20T35T35T Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-82	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace WEIGHT LI	MIT 10 TONS Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-83	5	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace Weight Limit	t 25T 30T 30T Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-84	1	EA		
DESCRIPTION:	Base Bid or <u>_x</u>	_Alt. # _1	Replace Weight Limit	t 25T 40T 40T Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-85	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace WEIGHT LI	MIT 5 TONS Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-86	1	EA		
DESCRIPTION:	Base Bid or _x	_Alt. # _1	Replace WEIGHT LI	MIT
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-87	1	EA		

DESCRIPTION:	Base Bid orx	_Alt. # _1	Replace WHEN FLAS	SHING Sign
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-88	1	EA		
DESCRIPTION:	Base Bid or _x_Alt. # _1 Replace WINDING ROAD AHEAD Sign			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-89	1	EA		
DESCRIPTION:	Base Bid or _x_Alt. # _1 Replace YIELD HERE TO PEDESTRIANS Sign			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
A-90	1	EA		

ATTACHMENT "B" Sample Contract

PARISH OF TERREBONNE

STANDARD AGREEMENT BETWEEN OWNER AND CONTRACTOR

Be it known that this Agreement was entered into on the date(s) inscribed below by and between:

I. PARTIES
 1.1. TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address, is P.O. Box 2768, Houma LA 70361, acting by and through Parish President Gordon E. Dove or his duly authorized Designee, by virtue of: (check one): a. The authority of the Terrebonne Parish President to act under the Terrebonne Parish Charter, or b. Terrebonne Parish Council Resolution No.
hereinafter designated as "Owner"; and
1.2. CONTRACTOR, identified as follows: a. Company Name (legal) b. EIN c. State of Incorporation or Organization d. Mailing Address e. Authorized Representative **Attached Proof of Authority to this contract f. Title of Authorized Representative g. Email Address of Authorized Representative who is hereinafter designated as "Contractor";
who, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of payments hereinafter agreed to be made, it is mutually agreed as follows:
2. SCOPE
2.1. Contractor shall complete all work as specified in the Contract Documents and this Agreement. The Work is generally described as follows:
Project Name:
Parish Contract/Project No. IDA-0000 Purchase Order No. 0000000
The work consists of providing all equipment, labor, and material necessary to
2.2. Contractor shall furnish all labor, transportation, fuel, equipment, machinery, supplies, material, and insurance necessary to provide and perform Work herein. The Work shall include, but not be limited to, mobilization and demobilization at or to the Project Site, and all other Work required in the Plans and Specifications. The Work shall be performed in accordance with the Plans and Specifications and in

- conformity as directed by Engineer. Quantity calculations, layouts, shop drawings, and construction sequencing of these items shall be provided in the Work Plan as required by Engineer.
- 2.3. Contractor shall maintain all licenses necessary for the performance of the Work herein for the duration of this Agreement.

	3.	ENGINEER
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Contractor Name	
Project Name and Number	Page 52 of

The Project has been designed by
who is hereinafter called ENGINEER and will also mean ARCHITECT
OR PROFESSIONAL OF RECORD and who will assume all duties and responsibilities and will have
rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of
the Work in accordance with the Contract Documents.

The Owner also identifies Royal Engineers and Consultants, LLC, 1501 Religious St., New Orleans, LA 70131 as a representative authorized to act on the Owner's behalf with respect to the Project.

4. EFFECTIVE DATE AND TIME FOR PERFORMANCE

- 4.1. The Effective date of this Agreement is the date of execution by the last party signing.
- 4.2. The Period of Performance shall Commence on the date indicated in Owner's Order to Proceed to Contractor.
- 4.3. All work designed on the Plans and Specifications shall be executed and substantially completed within { Insert Days } consecutive calendar days from the date specified in the Order to Proceed as the starting date for the Contract Time. The All work designed on the Plans and in the Specifications shall be executed and completed in all details (Final Acceptance) within 45 consecutive calendar days from the date of substantial completion. The time allowed for completion of this project includes days of inclement weather as provided below and any time required for final clean-up of this project site. If agreed to by both parties in a written change order, the contract time may be extended 30 calendar days, or a fraction thereof.
- 4.4. Change Orders may be requested by Contractor or Owner, based upon changes to the Project or Project Schedule, for changes in Contract Time or to add or subtract Work as permitted in accordance with law. Change Orders shall be dated and signed by the duly authorized representatives of both parties, and subject to the recommendation of the Engineer. Owner shall cause the change order to be filed in the public record and shall refer to the recording entry number of this Agreement to serve as occasion may require for public record.
- 4.5. The CONTRACTOR shall note that abnormal weather conditions shall not be an automatic cause for time extension. The Contract Time specified above includes an allowance for normal adverse weather days. The following schedule of monthly normal adverse weather conditions is based on locally collected rainfall data and constitutes the baseline for monthly weather time evaluations. Presented are the average number of days during each month that at least a tenth of an inch of rainfall was recorded over a five-year evaluation period. Unless other specified, the Contractor's project work schedule shall reflect these anticipated adverse weather delays in all weather-related activities:

Monthly Anticipated Adverse Weather Days*

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
9	6	7	7	8	13	17	11	6	6	6	9
			*Calenda	r Days, b	ased or	a five-	day work	week			

5. SUBMITTALS, WORK PLAN, CONDITIONS OF WORK SITE

5.1. GENERAL

Owner and Engineer are not responsible for the accuracy of information prepared or otherwise provided by Contractor in submittals. Owner's or Engineer's review of submittals is only for general conformance with the design concept and the information given in the construction documents. Owner's or Engineer's review and acceptance of submittals does not relieve Contractor from compliance with the requirements of the Contract Documents.

Incomplete submittals and submittals with inadequate data will be rejected. All construction submittals shall be provided electronically via email or other method approved by Owner.

The following detailed instructions include various methods of material review that shall be followed in submitting requests for review. The Engineer will review and return submittal, appropriately stamped and signed, to the Contractor. Items returned stamped "No Exception Taken" or "Make Corrections Noted" shall be considered adequate to incorporate into the construction. Items returned stamped "Rejected" or "Revise and Resubmit" shall be considered not adequate to incorporate into the construction and shall have the appropriate modifications and corrections made by the Contractor and then resubmitted for review.

Submittals designated as "For Information Only" shall be submitted to the Engineer for informational purposes only. Engineer will file and distribute submittal as necessary. Sections 5.2, 5.3, 5.4, and 5.5 may only be required if requested by the Owner, engineer of record, or authorized/designated representative of the parish.

5.2. BEFORE CONSTRUCTION

Contractor shall submit the following documents to the Engineer before Construction:

Work Plan Progress Schedule Daily Progress Report Template Hurricane and Severe Storm Plan Health & Safety Plan

5.3. DURING CONSTRUCTION

Contractor shall deliver copies of the following documents upon request by the Engineer, or as specified in these provisions:

Progress Schedule
Daily Progress Reports
Change orders, Field Orders, Claims, Clarifications, and Amendments

5.4. POST CONSTRUCTION

Contractor shall contact the Engineer, a minimum of five (5) working days before the anticipated completion of the Work to schedule the final inspection and gain Acceptance by the Engineer. The following documents shall also be submitted to the Engineer:

Copies of all delivery slips, which shall include the source of construction materials, date of delivery, exact quantity, and size of materials delivered with each shipment to the Project Site.

5.5. WORK PLAN

The intent of the Work Plan referenced is for Contractor to document general plan for the Work. The Work Plan should include all major work items, the sequence of Work, materials sampling and testing, shop drawings, and all other items pertinent to successful completion of the Work. Engineer's receipt of the Work Plan shall not be interpreted as approval or acceptance of Contractor's planned means and methods for construction. Construction means and methods are the sole responsibility of Contractor.

5.6. CLEAN UP

Contractor shall at all times keep the area free from accumulations of waste material and rubbish caused by Contractor's employees or by the Work. At the completion of the Work, Contractor shall remove all trash, tools and surplus materials from the project site and dispose of properly.

5.7. QUALITY ASSURANCE / QUALITY CONTROL

Owner and Engineer will periodically observe the construction progress, procedures, and materials of Contractor. Contractor shall offer full cooperation to facilitate these observation activities, and shall be responsive to questions regarding methods, equipment, materials, and intentions in pursuing the Work or any particular thereof. Such observation by Owner or Engineer is for the express purpose of verifying compliance by Contractor with the Contract Documents and shall not be construed as construction supervision or indication of approval of the manner or location in which the Work is being performed as being a safe practice or place. The safety of the workers on the site is the responsibility of Contractor. By entering the site, Contractor and its employees relieve Owner and Engineer of any responsibility for their safety and accept complete responsibility for any unsafe acts or procedures which may cause them harm.

6. CONSIDERATION

6.1. In consideration of the Work described above, Owner hereby agrees to pay Contractor and Contractor agrees to accept payment in accordance with Contract Documents and Specifications as

provided for in the Pricing/Proposal/Bid, attached to this Agreement, marked Exhibit A, and incorporated herein by reference in a Not To Exceed amount of \$xxxxxxx.00

- 6.2. Owner shall make pro-rata payments to Contractor based on Contractor's pro-rata completion of the Work. Unless otherwise provided herein, Engineer shall have the sole discretion to determine and assign milestones and/or percentages of the progression of Contractor's Work.
- 6.3. Contractor shall submit Applications for Payment to Engineer. Applications for Payment will be processed by ENGINEER and Owner. Estimated Quantities are not guaranteed, and determinations of actual quantities, pro-rata progress, and classification are to be made by Engineer.
- 6.4. Contractor's Requests for Payment shall be delivered on a monthly basis and shall include Contractor's weekly progress reports. Contractor's payment request shall be signed by the Contractor and include only that work performed during the period covered by the payment request and supported by such data as Owner or Engineer may reasonably require.
- 6.5. Applications for Payment / Invoices shall be delivered via email (preferable) to TPCG Accounting at <u>faubert@tpcg.org</u> or via mail to PO Box 2768, Houma, LA 70361 Attn: Felecia Aubert and shall include the following information:
 - 1. Invoice Number,
 - 2. Invoice Date,
 - 3. Work Dates,
 - 4. TPCG Contract No.,
 - PO#.
 - 6. Charges are in scope and in alignment with the Contract Amount, the PO, and/or the Change Order.
 - 6.5.1. Any missing information, discrepancies, or charges outside of what was approved will cause the invoice to be sent back for correction/revision.
- 6.6. Inspection and Audit of Work. Engineer and Owner shall retain the right to inspect and audit Contractor's work to determine the accuracy of any Requests for Payment submitted.
- 6.7. Progress Payments. OWNER shall make progress payments on the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on a monthly basis. All such payments will be measured by the schedule of values, if available, and in the case of Unit Price Work, payments shall be based on the number of units completed. If no schedule of values is available, payments shall be based on Engineer's estimates of milestones or pro-rata progress of the Work.
 - 6.7.1. Prior to Substantial Completion of the Project, progress payments will be in an amount equal to 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. On contracts of \$500,000 or more the payments will be in an amount equal to 95% of the work completed and 95% of materials and equipment not incorporated in the work but delivered and suitably stored.
 - 6.7.2. Upon Substantial Completion of the Project, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price on contracts under \$500,000 and 95% of the Contract Price on contracts \$500,000 or more, less such amount as ENGINEER shall determine in accordance with the General Conditions.
- 6.8. Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided.
- 6.9. OWNER may deduct and withhold from each progress payment and final payment any liquidated damages then due or that would become due based on ENGINEER'S or OWNER's estimate of late completion of the Work, provided that CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed and taken to recover schedule.
- 6.10. Payment of any undisputed amount owed is to be made within thirty (30) days after receipt of properly executed Request for Payment.
- 6.11. No additional costs or expenses incurred by Contractor in performance of this Agreement shall be reimbursed or paid by Owner.

- 6.12. Disbursements under this agreement will be allowed only for expenditures occurring between and including the date of execution of this Agreement by all parties through the date of expiration or termination of this Agreement.
- 6.13. The consideration herein is for the entire agreement.

7. CONTRACTOR'S REPRESENTATIONS

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

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

8. INDEMNIFICATION

The Contractor agrees to defend, indemnify, save, and hold harmless the Engineer, the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Contractor, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of this Agreement herein entered into, including and as a result of any such claims, lawsuits and demands, the Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

If Contractor uses any equipment furnished by Owner in the performance of the job, Contractor accepts and assumes full responsibility for and agrees to indemnify and save Owner harmless from and against any and all claims for any damage or injury whatsoever resulting from the use, misuse or failure of such equipment.

9. INSURANCE

- 9.1. The contractor is cautioned to assure that the total insurance requirements for the contract are thoroughly reviewed, understood, and met. Terrebonne Parish Consolidated Government (herein after referred to as owner) will thoroughly review the complete insurance documentation submitted. Failure to comply with the terms and conditions may be grounds for rejection of and/or refusal to award a contract. Subcontractors must meet these requirements as well. Coverages cannot exclude work or services provided to Terrebonne Parish Consolidated Government.
- 9.2. CONTRACTOR'S LIABILITY INSURANCE. The Contractor shall purchase and maintain without interruption 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, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.
- 9.3. MINIMUM SCOPE AND LIMITS OF INSURANCE

- 9.3.1. Worker's Compensation. Worker's Compensation insurance shall be in compliance with the Worker's Compensation law of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for Worker's compensation coverage only.
- 9.3.2.Commercial General Liability. Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- 9.3.3.The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The project name shall be included on this endorsement.

Each Occurrence

Minimum Limit \$1,000,000

Per Project Aggregate 2 times per occurrence limit

- 9.3.4. Automobile Liability. Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.
- 9.3.5.Excess Umbrella. Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.
- 9.3.6. Pollution Liability. Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.
- 9.3.7.Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.
- 9.4. OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain, the following provisions:
 - 9.4.1. Worker's Compensation and Employers Liability Coverage

To the fullest allowed by law, the insurer shall agree to waive all rights of subrogation against the Parish, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Parish.

- 9.4.2. Commercial General Liability and Automobile Liability Coverage.
 - 9.4.2.1. The Owner, its officers, agents, employees, 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. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.
 - 9.4.2.2. The Contractor's insurance shall be primary as respects the Parish, its officers, agents, employees, and volunteers for any and all losses that occur under the contract. The coverage shall contain no special limitations on the scope of protection afforded to the Parish, its officers, officials, employees or volunteers. Any insurance or self-

insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

9.4.3.All Coverage

- 9.4.3.1. All policies must be endorsed to require 30 days written notice of cancellation to the Parish. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Parish of policy cancellations or reductions in limits.
- 9.4.3.2. Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- 9.4.3.3. The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.
- 9.4.3.4. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees, and volunteers.
- 9.5. Acceptability of Insurers. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance within 30 days.

9.6. Verification of Coverage. Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. 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 Owner before Work commences and upon any contract renewal or insurance policy renewal thereafter. The Certificate Holder must be listed as follows:

Terrebonne Parish Consolidated Government 8026 Main Street Houma, LA 70360

Attn: Cheryl Lirette, Risk Management

- 9.6.1. The Owner reserves the right to request complete certified copies of all required insurance policies at any time. The requested certified copies shall be provided to the Owner within ten (10) days of the written request.
- 9.6.2. The 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.
- 9.6.3. The Owner reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in contract cancellation or disqualification of bidder.
- 9.6.4. All communications regarding the insurance policies shall include the Project name, Project number, Proposal number and Owner's address as identified in the Contract.
- 9.6.5. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.
- 9.6.6. If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Parish, payment to the Contractor may be withheld until the requirements have been met, OR the Owner may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause.
- 9.7. Subcontractors. Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor.

.....

Subcontractors shall be subject to all of the requirements stated herein. The Owner and Engineer reserve the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Parish has the right to withhold payments to the Contractor until the requirements have been met.

- 9.8. Worker's Compensation Indemnity. In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees shall have no cause of action against, and shall not assert a claim against, the Parish, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the Parish, its departments, agencies, agents, and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents. Contractor hereby agrees to protect, defend, indemnify, and hold the Parish, its departments, agencies, agents, and employees harmless from any such assertion or claim that may arise from the performance of this contract.
- 9.9. Partnerships and Joint Ventures: If the Contractor is a partnership or joint venture, then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture, shall also be furnished.
- 9.10. Objection by the Owner: 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, 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's objections within ten (10) days from the date of the letter request.
- 9.11. The Contractor's Failure: Upon failure of the Contractor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of the Owner, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 9.12. No Waiver of Liability: Acceptance of evidence of the insurance requirements by the Owner in no way relieves or decreases the liability of the Contractor for the performance of the Work under the Contract. Additionally, the Contractor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Contractor that may arise from the performance of Work under the Contract. The Contractor's coverage is to be primary for any and all claims and/or suits related to, or arising from, the Work; and any insurance coverage maintained by the Owner is to be deemed as excess of the Contractor's insurance coverage and shall not contribute with or to it in any way.
- 9.13. No Recourse Against the Owner: The insurance companies issuing the policies shall have no recourse against the Owner for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the Contractor.
- 9.14. The Owner's Liability Insurance: In addition to the insurance required to be provided by The Contractor above, the Owner, at its option, may purchase and maintain at Owner's expense its own liability insurance as will protect the Owner against claims which may arise from operations under the Contract.

10. NOTICES

- 10.1. Whenever any provision of the Agreement requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent to by registered or certified mail, postage prepaid, to the other party, addressed to the authorized representative appearing on page one of this agreement.
- 10.2. Any notice by Contractor to Owner shall include a copy to Owner's Engineer(s).
- 10.3. Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.

11. DEFAULT and REMEDIES

- 11.1. All terms, conditions and specifications of this Agreement are considered material and failure to perform any part of this Agreement shall be considered a breach of contract. A breach of any of the terms of this agreement or the Contract Documents shall constitute default, including but not limited to any event of failure, neglect, or refusal to complete the work or any designated part of the work specified herein. Either party to this Agreement shall have all rights granted by the general laws of the State of Louisiana.
- 11.2. Liquidated Damages. Contractor and Owner recognize that TIME IS OF THE ESSENCE and that Owner will suffer financial loss if the Work is not substantially completed or qualifies for final acceptance with the time specified in Article 4 of this Agreement. As a breach of the time delays provided for in this Agreement would cause serious and substantial damages to Owner, and as the nature of this Agreement would render it impractical or extremely difficult to fix the actual damage sustained by the Owner by such breach, it is agreed that as liquidated damages for delay (but not as a penalty), for each day that expires after the time specified for substantial completion in Article 4 of this Agreement, Contractor shall pay Owner until the work is substantially complete in an amount ofXXX..... dollar (\$000) per day, and Contractor shall pay Owner for each day that expires after the time specified in Article 4 herein for final completion until the entire Work is finally complete and ready for final payment an amount ofXXX..... dollar (\$000) per day. Contractor agrees to allow Owner to deduct liquidated damages from progress payments and retention. For these purposes, Contractor, by its execution of this Agreement, does hereby specifically assign to, and in favor of, the Owner any payment due to Contractor for milestone payments reserved by Owner for liquidated damages herein.
 - 11.2.1. The decision to seek such remedies shall not be construed as a waiver of any legal remedies the Owner may have as to any subsequent breach under this contract.
 - 11.2.2. Liquidated damages, as provided herein, are supplemental damages and are not exclusive damages.
- 11.3. The venue for any suit arising out of this Agreement shall be the 32nd Judicial District Court, Terrebonne Parish, LA.
- 11.4. Attorney Fees. In the event it becomes necessary for Owner to engage the services of an attorney-at-law to enforce this contract or protect the interest of the Owner hereunder, Contractor shall pay reasonable attorney fees, costs and expenses.

12. TERMINATION

- 12.1. For Cause. Owner may terminate this agreement by ten (10) days written notice following any failure by Contractor to cure any default, provided Owner gives Contractor notice of such default and at least fifteen (15) days to cure said default.
- 12.2. For Convenience. Owner may terminate this agreement by providing Contractor thirty (30) days prior written notice.
- 12.3. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by Owner in any fiscal year covered by this agreement, this agreement may be terminated by the Owner giving notice to the Contractor of such facts and the Owner's intention to terminate its financial obligation.
- 12.4. Contractor shall be entitled to payment through the date of termination to the extent work has been performed satisfactorily. In no event shall the Contractor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the Contractor was wrongfully terminated for cause, such termination shall be automatically converted to a termination for convenience under and payment made as provided under this Section.
- 12.5. The following provisions shall survive termination or expiration of this agreement:
 - 12.5.1. indemnification obligations;
 - 12.5.2. insurance coverage necessary to cover any claims against either party arising under the terms of this Agreement;
 - 12.5.3. ownership, audits, and retention of records.

13. CONTRACT DOCUMENTS

- 13.1. The Contract Documents shall include the four corners of this Agreement, its attachments, addenda and exhibits, the Invitation to Proposers/Bidders, Instruction to Proposers/Bidders, Plans and Specifications, the entire Proposal/Bid Package, any Addenda, Proposal Forms, Insurance Certificates, Drawings, Submittals, Work Plan, Reports, Proposal Responses/Bids and their attachments, the Project Manual, if any, and all properly authorized amendments and change orders.
- 13.2. Intent. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result will be supplied by Contractor whether or not specifically called for. Terms used in this Agreement shall have the meanings indicated in the Contract Documents. When not defined by the Contract Documents, words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment such words shall be interpreted in accordance with that meaning.
- 13.3. The Contract Documents may only be amended, modified, or supplemented in writing, signed by the duly authorized representatives of both parties.
- 13.4. In the event that any provision of any part of the Contract Documents conflicts with any other provision of the Contract documents, the conflict shall be resolved first in favor of any required Federal Provisions and next in favor of the provision most favorable to the Owner.

14. ADDITIONAL TERMS AND CONDITIONS

- 14.1. Subcontracting. The Contractor shall be fully responsible to Owner for the acts and omissions of its contractors and subcontractors and of persons directly or indirectly employed by Contractor, just as the Contractor is for the acts and omissions of persons employed by it. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work and give the Contractor the same powers regarding terminating any subcontract that the Owner may exercise over the Contractor under any provisions of this agreement.
- 14.2. Independent Contractor. It is understood and agreed by the parties hereto that the Contractor is entering into this agreement in the capacity of an independent contractor and that nothing contained in the agreement is intended to be construed as creating any other relationship between Owner and Contractor. The parties hereto acknowledge and agree that Owner shall not:
 - 14.2.1. Withhold federal or state income taxes;
 - 14.2.2. Withhold federal social security tax (FICA);
 - 14.2.3. Pay federal or state unemployment taxes for the account of the Contractor; or
 - 14.2.4. Pay workers' compensation premiums for coverage for Contractor

Notwithstanding, the Owner shall be a third-party beneficiary of any contracts between the Contractor and its subcontractors with regard to the Work herein, and Contractor shall include a provision regarding the same in any contracts between Contractor and its subcontractors.

- 14.3. Contractor agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Contractor agrees to indemnify and hold Owner harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from Owner's treatment of Contractor as independent contractor. Contractor further agrees to reimburse Owner for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.
- 14.4. No Assignment. No assignment of this Contract or any right occurring under this shall be made in whole or in part by the Contractor; either voluntarily or involuntarily or by any process of law and shall not be or come under the control of creditors or trustee(s) of Contractor, without the express prior written consent of the Owner. In the event of any assignment, the assignee shall assume the liability with the Contractor who shall continue to remain liable for the faithful performance of the Contract. Specifically, but without limitation, money that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge to assignor from any duty or responsibility under the Contract Documents.
- 14.5. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns (to the extent assignment is authorized) and legal representatives to the other party hereto, his partners, successors, assigns (to the extent assignment is authorized) and legal representatives is respect to all covenants, agreements, and obligations contained in the Contract Documents.

- 14.6. Financial Disclosure. Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.
- 14.7. Audit. It is hereby agreed that the State legislative auditor, federal auditors and internal auditors of the Owner, or others so designated by the Owner, shall have the option of inspecting and auditing all data, records and accounts of the Contractor which relate to this contract, upon request, 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.
- 14.8. Record Retention. Contractor and any subcontractors paid under this Contract shall maintain all books and records pertaining to this Agreement for a period of five (5) years after the date of final payment or as required by applicable State and Federal law.
- 14.9. No Waiver. The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- 14.10. Employment of Owner Personnel. The Contractor certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.
- 14.11. Warranties. Contractor warrants that all Work 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.
- 14.12. Severability. If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.
- 14.13. Covenant against Contingent Fees. The Contractor warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in Owner's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 14.14. The following required attestations and affidavits are attached to this Agreement and are incorporated herein by reference.
 - 14.14.1. Attestation Affidavit

(L.R.S. 38:2227) (Past Criminal Convictions of Bidders)

(L.R.S. 38:2212.10) (Verification of Employees)

(L.R.S. 23:1762(B)) (Certification Regarding Unpaid Workers Compensation Insurance)

- 14.14.2. Affidavit Attesting that Public Contract was not Secured through Employment or Payment of Solicitor Contractor Affidavit (L.R.S. 38:2224)
- 14.14.3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- 14.15. Equal Employment Opportunity. The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:
 - 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

- applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

14.16. Contract Work Hours and Safety Standards Act.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3. Withholding for unpaid wages and liquidated damages. Terrebonne Parish Consolidated Government (TPCG) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."
- 5. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- 6. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

14.17. Clean Air Act and Federal Water Pollution Control Act

"Clean Air Act" – The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq*.

The contractor agrees to report each violation to the Terrebonne Parish Consolidated Government (TPCG) and understands and agrees that Terrebonne Parish Consolidated Government (TPCG) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act" – The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et sea*.

The contractor agrees to report each violation to Terrebonne Parish Consolidated Government (TPCG) and understands and agrees that Terrebonne Parish Consolidated Government (TPCG) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA."

14.18. Debarment and Suspension

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

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Terrebonne Parish Consolidated Government (TPCG). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Terrebonne Parish Consolidated Government (TPCG), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring ompliance in its lower tier covered transactions."

14.19. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency'.

14.20. <u>44 C.F.R. Part 18</u> – Certification Regarding Lobbying, attached to this Agreement and incorporated herein by reference, must be signed, and included with the contract documents.

14.21. Procurement of Recovered Materials

"In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired — Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

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

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

14.22. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

15. EXECUTION BY THE PARTIES

This Contract may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. All parties shall thereafter provide Owner with an ink-signed original for the purposes of recording this Agreement for the public record, and Owner shall provide the other party(ies) with a complete copy of the recorded contract, but failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

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	ract Documents on its behalf, and after a due reading of the whole.
onanica an pornons of the Cont	race Documents on its behan, and after a due reading of the whole.
VITNESSES:	CONTRACTOR,
	-
	X:
	BY:
	AS AUTHORIZED IN THE ATTACHED CERTIFICATE
	CERTIFICATE
	NOTARY PUBLIC
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of

44 C.F.R. PART 18 - 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:

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.

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.

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.C. 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 any. In addition, the Contractor understands and agrees that the Administrative Remedies for False Claims and Statements, apply to the	provisions of 31 U.S.C. Chap. 38,
Signature of Contractor's Authorized Official	Date
Name and Title of Contractor's Authorized Official	

CONTRACTOR NON-COLLUSION AFFIDAVIT (R.S. 38:2224)

STATE OF LOUISIANA

PARISH OF					
BE IT KNOWN, that on this	day commission onally came	of ned and qualified, and appeared , who after b	within and for the	_, before Parish of, as tly sworn, did	me the state of the state of the dulphase and the state of the state o
say:					
ThatOwner for PROJECT NO	O. AND NA	has/have be	en selected as Co	ontractor for	the
and that affiant employed either directly or indirectl other than persons regular construction, alteration o public contract were in the	y to secure rly employe r demolition	the public contracted by the affiant we not the public be	et under which he re hose services in co uilding or project o	eceived paym nnection with	nent, n the
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APPEARER FURTHED public contract laws of the and particularly Section Statutes.	e State of L	ouisiana, includir	ng Title 38 of the Lo	ouisiana Statu	ites,
WITNESSES:					
		DV			
		BY:			
Sworn to and subscribed before n	ne this	day of		, 202	22.
Notary Public					

ATTESTATIONS AFFIDAVIT

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

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

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
 - (a) Public bribery (R.S. 14:118)
- (c) Extortion (R.S. 14:66)
- (b) Corrupt influencing (R.S. 14:120)
- (d) Money laundering (R.S. 14:230)
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
 - (a) Theft (R.S. 14:67)
 - (b) Identity Theft (R.S. 14:67.16)
 - (c) Theft of a business record (R.S.14:67.20)
 - (d) False accounting (R.S. 14:70)
 - (e) Issuing worthless checks (R.S. 14:71)
 - (f) Bank fraud (R.S. 14:71.1)
 - (g) Forgery (R.S. 14:72)
 - (h) Contractors; misapplication of payments
 - (R.S. 14:202)
 - (i) Malfeasance in office (R.S. 14:134



Attachment "C" MUTCD Chart

Sign or Plaque	Sign Designation	Section	Convention	onal Road	Oversized	
			Single Lane	Multi-Lane		
Stop	R1-1	2B.05	30 x 30*	36 x 36	48 x 48	
Yield	R1-2	2B.08	36 x 36 x 36*	48 x 48 x 48	-	
To Oncoming Traffic (plaque)	R1-2aP	2B.10	24 x 18	24 x 18	-	
All Way (plaque)	R1-3P	2B.05	18 x 6	18 x 6	30 x 12	
Yield Here to Peds	R1-5	2B.11	-	36 x 36	36 x 36	
Yield Here to Pedestrians	R1-5a	2B.11	-	36 x 48	36 x 48	
Stop Here for Peds	R1-5b	2B.11	-	36 x 36	36 x 36	
Stop Here for Pedestrians	R1-5c	2B.11	-	36 x 48	36 x 48	
In-Street Ped Crossing	R1-6, 6a	2B.12	12 x 36	12 x 36	-	
Overhead Ped Crossing	R1-9, 9a	2B.12	90 x 24	90 x 24	-	
Except Right Turn (plaque)	R1-10P	2B.05	24 x 18	24 x 18	-	
Speed Limit	R2-1	2B.13	24 x 30*	30 x 36	30 x 36	
Truck Speed Limit (plaque)	R2-2P	2B.14	24 x 24	24 x 24	36 x 36	
Night Speed Limit (plaque)	R2-3P	2B.15	24 x 24	24 x 24	36 x 36	
Minimum Speed Limit (plaque)	R2-4P	2B.16	24 x 30	24 x 30	36 x 48	
Combined Speed Limit	R2-4a	2B.16	24 x 48	24 x 48	36 x 72	
Unless Otherwise Posted	R2-5P	2B.13	24 x 18	24 x 18	_	
(plaque) Citywide (plaque)	R2-5aP	2B.13	24 x 6	24 x 6	_	
Neighborhood (plaque)	R2-5bP	2B.13	24 x 6	24 x 6	_	
Residential (plaque)	R2-5cP	2B.13	24 x 6	24 x 6	_	
Fines Higher (plaque)	R2-6P	2B.17	24 x 18	24 x 18	36 x 24	
Fines Double (plaque)	R2-6aP	2B.17	24 x 18	24 x 18	36 x 24	
\$XX Fine (plague)	R2-6bP	2B.17	24 x 18	24 x 18	36 x 24	
Begin Higher Fines Zone	R2-10	2B.17	24 x 30	24 x 30	36 x 48	
End Higher Fines Zone	R2-11	2B.17	24 x 30	24 x 30	36 x 48	
Movement Prohibition	R3-1,2,3,4,18,27	2B.18	24 x 24*	36 x 36	48 x 48	
Mandatory Movement Lane	R3-5,5a	2B.20	30 x 36	30 x 36	_	
Left Lane (plaque)	R3-5bP	2B.20	30 x 12	30 x 12	_	
HOV 2+ (plaque)	R3-5cP	2B.20	24 x 12	24 x 12	_	
Taxi Lane (plaque)	R3-5dP	2B.20	30 x 12	30 x 12	-	
Center Lane (plaque)	R3-5eP	2B.20	30 x 12	30 x 12	_	
Right Lane (plaque)	R3-5fP	2B.20	30 x 12	30 x 12	_	
Bus Lane (plaque)	R3-5gP	2B.20	30 x 12	30 x 12	_	
Optional Movement Lane Control	R3-6	2B.21	30 x 36	30 x 36	_	
Right (Left) Lane Must Turn	R3-7	2B.20	30 x 30*	36 x 36	_	
Right (Left) Advance Intersection Lane Control	R3-8,8a,8b	2B.22	Varies x 30	Varies x 30	Varies x 36	
Two-Way Left Turn Only (overhead)	R3-9a	2B.24	30 x 36	30 x 36	_	
Two-Way Left Turn Only (post-	R3-9b	2B.24	24 x 36	24 x 36	36 x 48	
mounted) BEGIN	R3-9cP	2B.25	30 x 12	30 x 12	_	
END	R3-9dP	2B.25	30 x 12	30 x 12	_	
Reversible Lane Control	R3-9e		108 x 48	108 x 48	_	
(symbol)	K2-36	<u>2B.26</u>	100 X 40	100 X 40	_	

Reversible Lane Control (post- mounted)	R3-9f	2B.26	30 x 42*	36 x 54	_
Advance Reversible Lane					
Control Transition Signing	R3-9g,9h	<u>2B.26</u>	108 x 36	108 x 36	_
End Reverse Lane	R3-9i	2B.26	108 x 48	108 x 48	_
Begin Right (Left) Turn Lane	R3-20	2B.20	24 x 36	24 x 36	_
All Turns (U Turn) from Right		2B.27	60 x 36	60 x 36	_
Lane	R3-23,23a	<u>ZD.Z7</u>	00 X 30	00 X 30	_
All Turns (U Turn) with arrow	R3-24,24b,	2B.27	72 x 18	72 x 18	_
II and I oft Towns with sweet	25,25b,26a	20.27	CO 24	60 v 24	
U and Left Turns with arrow	R3-24a,25a,26	2B.27	60 x 24	60 x 24	_
Right Lane Must Exit	R3-33	2B.23			26 40
Do Not Pass	R4-1	2B.28	24 x 30	24 x 30	36 x 48
Pass With Care	R4-2	2B.29	24 x 30	24 x 30	36 x 48
Slower Traffic Keep Right	R4-3	2B.30	24 x 30	24 x 30	36 x 48
Trucks Use Right Lane	R4-5	2B.31	24 x 30	24 x 30	36 x 48
Keep Right	R4-7,7a,7b	2B.32	24 x 30	24 x 30	36 x 48
Narrow Keep Right	R4-7c	<u>2B.32</u>	18 x 30	18 x 30	_
Keep Left	R4-8,8a,8b	<u>2B.32</u>	24 x 30	24 x 30	36 x 48
Narrow Keep Left	R4-8E	<u>2B.32</u>	18 x 30	18 x 30	_
Stay in Lane	R4-9	2B.33	24 x 30	24 x 30	36 x 48
Runaway Vehicles Only	R4-10	2B.34	48 x 48	48 x 48	_
Slow Vehicles with XX or More Following Vehicles Must Use Turn-Out	R4-12	<u>2B.35</u>	42 x 24	42 x 24	_
Slow Vehicles Must Use Turn- Out Ahead	R4-13	<u>2B.35</u>	42 x 24	42 x 24	-
Slow Vehicles Must Turn Out	R4-14	2B.35	30 x 42	30 x 42	_
Keep Right Except to Pass	R4-16	2B.30	24 x 30	24 x 30	36 x 48
Do Not Drive on Shoulder	R4-17	2B.36	24 x 30	24 x 30	36 x 48
Do Not Pass on Shoulder	R4-18	2B.36	24 x 30	24 x 30	36 x 48
Do Not Enter	R5-1	2B.37	30 x 30*	36 x 36	36 x 36
Wrong Way	R5-1a	2B.38	36 x 24*	42 x 30	42 x 30
No Trucks	R5-2,2a	2B.39	24 x 24	24 x 24	36 x 36
No Motor Vehicles	R5-3	2B.39	24 x 24	24 x 24	_
No Commercial Vehicles	R5-4	2B.39	24 x 30	24 x 30	_
No Vehicles with Lugs	R5-5	2B.39	24 x 30	24 x 30	_
No Bicycles	R5-6	2B.39	24 x 24	24 x 24	48 x 48
No Non-Motorized Traffic	R5-7	2B.39	30 x 24	30 x 24	42 x 24
No Motor-Driven Cycles	R5-8	2B.39	30 x 24	30 x 24	42 x 24
No Pedestrians, Bicycles, Motor-	R5-10a	2B.39	30 x 36	30 x 36	_
Driven Cycles No Pedestrians or Bicycles	R5-10b	2B.39	30 x 18	30 x 18	_
No Pedestrians	R5-10c		24 x 12	24 x 12	_
Authorized Vehicles Only	R5-10C	2B.39	30 x 24	30 x 24	_
·		2B.39	36 x 12*	54 x 18	 5/1 v 10
One Way	R6-1	2B.40			54 x 18
One Way	R6-2	2B.40	24 x 30*	30 x 36	36 x 48
Divided Highway Crossing Roundabout Directional (2	R6-3,3a	2B.42	30 x 24	30 x 24	36 x 30
chevrons)	R6-4	<u>2B.43</u>	30 x 24	30 x 24	_

Douglahout Directional (2					
Roundabout Directional (3 chevrons)	R6-4a	<u>2B.43</u>	48 x 24	48 x 24	_
Roundabout Directional (4 chevrons)	R6-4b	<u>2B.43</u>	60 x 24	60 x 24	_
Roundabout Circulation (plaque)	R6-5P	<u>2B.44</u>	30 x 30	30 x 30	_
BEGIN ONE WAY	R6-6	<u>2B.40</u>	24 x 30	30 x 36	_
END ONE WAY	R6-7	<u>2B.40</u>	24 x 30	30 x 36	_
	R7-1,2,2a,3,4,5,				
Parking Restrictions	6,7,8,21,21a,22,	<u>2B.46</u>	12 x 18	12 x 18	_
	23,23a,107,108				
Van Accessible (plaque)	R7-8p	<u>2B.46</u>	18 x 9	18 x 9	_
Fee Station	R7-20	<u>2B.46</u>	24 x 18	24 x 18	-
No Parking (with transit logo)	R7-107a	<u>2B.46</u>	12 x 30	12 x 30	_
No Parking/Restricted Parking (combined sign)	R7-200	<u>2B.46</u>	24 x 18	24 x 18	_
No Parking/Restricted Parking (combined sign)	R7-200a	<u>2B.46</u>	12 x 30	12 x 30	_
Tow Away Zone (plaque)	R7-201P,201aP	<u>2B.46</u>	12 x 6	12 x 6	_
This Side of Sign (plaque)	R7-202P	<u>2B.46</u>	12 x 6	12 x 6	_
Emergency Snow Route	R7-203	<u>2B.46</u>	18 x 24	18 x 24	24 x 30
No Parking on Pavement	R8-1	<u>2B.46</u>	24 x 30	24 x 30	36 x 48
No Parking Except on Shoulder	R8-2	<u>2B.46</u>	24 x 30	24 x 30	36 x 48
No Parking (symbol)	R8-3	2B.46	24 x 24*	30 x 30	36 x 36
No Parking	R8-3a	2B.46	24 x 30	24 x 30	36 x 36
Except Sundays & Holidays (plague)	R8-3bP	<u>2B.46</u>	24 x 18	24 x 18	30 x 24
On Pavement (plaque)	R8-3cP	2B.46	24 x 18	24 x 18	30 x 24
On Bridge (plaque)	R8-3dP	<u>2B.46</u>	24 x 18	24 x 18	30 x 24
On Tracks (plaque)	R8-3eP	<u>2B.46</u>	12 x 9	12 x 9	30 x 24
Except on Shoulder (plaque)	R8-3fP	2B.46	24 x 18	24 x 18	30 x 24
Loading Zone (plaque)	R8-3gP	<u>2B.46</u>	24 x 18	24 x 18	30 x 24
Times of Day (plaque)	R8-3hP	<u>2B.46</u>	24 x 18	24 x 18	30 x 24
Emergency Parking Only	R8-4	<u>2B.49</u>	30 x 24	30 x 24	48 x 36
No Stopping on Pavement	R8-5	<u>2B.46</u>	24 x 30	24 x 30	36 x 48
No Stopping Except on Shoulder	R8-6	<u>2B.46</u>	24 x 30	24 x 30	36 x 48
Emergency Stopping Only	R8-7	2B.49	30 x 24	30 x 24	48 x 36
Walk on Left Facing Traffic	R9-1	<u>2B.50</u>	18 x 24	18 x 24	_
Cross Only at Crosswalks	R9-2	2B.51	12 x 18	12 x 18	_
No Pedestrian Crossing (symbol)	R9-3	<u>2B.51</u>	18 x 18	18 x 18	30 x 30
No Pedestrian Crossing	R9-3a	<u>2B.51</u>	12 x 18	12 x 18	_
Use Crosswalk (plaque)	R9-3bP	2B.51	18 x 12	18 x 12	_
No Hitchhiking (symbol)	R9-4	<u>2B.50</u>	18 x 18	18 x 18	24 x 24
No Hitchhiking	R9-4a	<u>2B.50</u>	18 x 24	18 x 24	_
No Skaters	R9-13	<u>2B.39</u>	18 x 18	18 x 18	30 x 30
No Equestrian	R9-14	<u>2B.39</u>	18 x 18	18 x 18	30 x 30
Cross Only On Green	R10-1	2B.52	12 x 18	12 x 18	-
Pedestrian Signs and Plaques	R10-2,3,3b,3c,3d,4	<u>2B.52</u>	9 x 12	9 x 12	-

	R10-3a,3e,3f,				
Pedestrian Signs	3g,3h,3i,4a	<u>2B.52</u>	9 x 15	9 x 15	-
Left on Green Arrow Only	R10-5	<u>2B.53</u>	30 x 36	30 x 36	48 x 60
Stop Here on Red	R10-6	<u>2B.53</u>	24 x 36	24 x 36	36 x 48
Stop Here on Red	R10-6a	<u>2B.53</u>	24 x 30	24 x 30	36 x 42
Do Not Block Intersection	R10-7	<u>2B.53</u>	24 x 30	24 x 30	_
Use Lane with Green Arrow	R10-8	<u>2B.53</u>	36 x 42	36 x 42	60 x 72
Left (Right) Turn Signal	R10-10	<u>2B.53</u>	30 x 36	30 x 36	_
No Turn on Red	R10-11	<u>2B.54</u>	24 x 30*	36 x 48	36 x 48
No Turn on Red	R10-11a	<u>2B.54</u>	30 x 36*	36 x 48	_
No Turn on Red	R10-11b	<u>2B.54</u>	36 x 36	36 x 36	_
No Turn on Red Except From Right Lane	R10-11c	<u>2B.54</u>	30 x 42	30 x 42	_
No Turn on Red From This Lane	R10-11d	<u>2B.54</u>	30 x 42	30 x 42	_
Left Turn Yield on Green	R10-12	<u>2B.53</u>	30 x 36	30 x 36	
Emergency Signal	R10-13	2B.53	42 x 30	42 x 30	_
Emergency Signal - Stop on Flashing Red	R10-14	2B.53	36 x 42	36 x 42	-
Emergency Signal - Stop on Flashing Red (overhead)	R10-14a	<u>2B.53</u>	60 x 24	60 x 24	-
Turning Vehicles Yield To Peds	R10-15	<u>2B.53</u>	30 x 30	30 x 30	_
U-Turn Yield to Right Turn	R10-16	2B.53	30 x 36	30 x 36	_
Right on Red Arrow After Stop	R10-17a	<u>2B.54</u>	36 x 48	36 x 48	_
Traffic Laws Photo Enforced	R10-18	<u>2B.55</u>	36 x 24	36 x 24	54 x 36
Photo Enforced (symbol plaque)	R10-19P	<u>2B.55</u>	24 x 12	24 x 12	48 x 24
Photo Enforced (plaque)	R10-19aP	<u>2B.55</u>	24 x 18	24 x 18	48 x 36
MON—FRI (and times) (3 lines) (plaque)	R10-20aP	2B.53	24 x 24	24 x 24	-
SUNDAY (and times) (2 lines) (plaque)	R10-20aP	2B.53	24 x 18	24 x 18	_
Crosswalk, Stop on Red	R10-23	2B.53	24 x 30	24 x 30	_
Push Button To Turn On Warning Lights	R10-25	<u>2B.52</u>	9 x 12	9 x 12	_
Left Turn Yield on Flashing Red Arrow After Stop	R10-27	<u>2B.53</u>	30 x 36	30 x 36	_
XX Vehicles Per Green	R10-28	<u>2B.56</u>	24 x 30	24 x 30	_
XX Vehicles Per Green Each Lane	R10-29	2B.56	36 x 24	36 x 24	-
Right Turn on Red Must Yield to U-Turn	R10-30	<u>2B.54</u>	30 x 36	30 x 36	-
At Signal (plaque)	R10-31P	<u>2B.53</u>	24 x 9	24 x 9	-
Push Button for 2 Seconds for Extra Crossing Time	R10-32P	<u>2B.52</u>	9 x 12	9 x 12	_
Keep Off Median	R11-1	<u>2B.57</u>	24 x 30	24 x 30	_
Road Closed	R11-2	<u>2B.58</u>	48 x 30	48 x 30	_
Road Closed - Local Traffic Only	R11-3a,3b,4	<u>2B.58</u>	60 x 30	60 x 30	_
Weight Limit	R12-1,2	<u>2B.59</u>	24 x 30	24 x 30	36 x 48
Weight Limit	R12-3	<u>2B.59</u>	24 x 36	24 x 36	_

Weight Limit	R12-4	<u>2B.59</u>	36 x 24	36 x 24	_
Weight Limit	R12-5	<u>2B.59</u>	24 x 36	24 x 36	_
Weigh Station	R13-1	<u>2B.60</u>	72 x 54	72 x 54	_
Truck Route	R14-1	<u>2B.61</u>	24 x 18	24 x 18	_
Hazardous Material	R14-2,3	<u>2B.62</u>	24 x 24	24 x 24	42 x 42
National Network	R14-4,5	2B.63	30 x 30	30 x 30	42 x 42
Fender Bender Move Vehicles	R16-4	<u>2B.65</u>	36 x 24	36 x 24	48 x 36
Lights On When Using Wipers or Raining	R16-5,6	2B.64	24 x 30	24 x 30	36 x 48
Turn On Headlights Next XX Miles	R16-7	<u>2B.64</u>	48 x 15	48 x 15	72 x 24
Turn On, Check Headlights	R16-8,9	2B.64	30 x 15	30 x 15	48 x 24
Begin, End Daytime Headlight Section	R16-10,11	<u>2B.64</u>	48 x 15	48 x 15	72 x 24