

**T e r r e b o n n e P a r i s h C o n s o l i d a t e d  
G o v e r n m e n t**

**R E M O V A L A N D D I S P O S A L O F D E R E L I C T  
V E S S E L S**

**A d d e n d u m # 4**

**Subject: TPCG Derelict Vessel Removal Program**

**Purpose: Addendum 4**

**Today's Date: 4/29/26**



<b>Addendum #3</b>	This Addendum forms part of the Bid Documents and modifies and clarifies the original Bidding/Proposal Documents for the project as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal Form. Failure to do so may subject the Bidder to disqualification. Bidder is responsible for disseminating this Addendum to all subcontractors concerned.
<b>Specification &amp; Contract Document Revisions</b>	General: <ol style="list-style-type: none"><li>1. The Estimated Project Budget is \$ 670,772.39.</li><li>2. Replace Attachment B Sample Contract with the attached Revised Sample Contract.</li><li>3. Attachment A New Revised Bidders Checklist including Bid Form</li></ol>
<b>Clarifications</b>	N/A
<b>Questions</b>	N/A
	End of Addendum #4

ATTACHMENT "A"

**BOATUS Removal and Disposal of Derelict Vessels in Bayou Dularge; Petit Caillou; Terrebonne**

**Bid Open Date:** \_\_\_\_\_

**BIDDERS CHECK LIST**

Check off each box as you complete the instructions.

- Bid form must be completed in full and signed properly for consideration as a responsive bidder.
  
- Satisfactory evidence of the authority of the person signing on behalf of the individual, firm or partnership must be attached. In the case of a corporation, said authority must be in the form of a corporate resolution as specified on the Louisiana Uniform Public Work Bid Form.  
Bids by partnerships must be executed in the partnership name and signed by a partner, whose title and signature must appear on the bid form.
  
- Bidders must acknowledge all addenda. (See the Louisiana Uniform Public Work Bid Form)
  
- If any bid is \$50,000.00 or more, Louisiana Contractor's License Number must be provided.  
***The bid form requires contractor license number – the form does not differ if a bid is above or below \$50,000.***

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO: Terrebonne Parish  
Consolidated Government  
8026 Main Street, 7<sup>th</sup> Floor  
Houma, Louisiana 70360**

**BID FOR: Removal and Disposal of Derelict Vessels**

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., 1229 St. Thomas St., New Orleans, LA 70130 (504) 283-9400 and dated: March 10, 2026.

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

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

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

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

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

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

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

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

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

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

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

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

**LOUISIANA UNIFORM PUBLIC  
WORK BID FORM  
UNIT PRICE FORM**

**TO:** Terrebonne Parish Consolidated Government  
8026 Main Street, 7<sup>th</sup> Floor Houma, LA 70360

**BID FOR:** Removal and Disposal of Derelict Vessels

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# __ REMOVAL AND DISPOSAL OF DERELICT VESSELS, LESS THAN OR EQUAL TO 20.0 FEET IN LENGTH (Fiberglass or Wood)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
1	2	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# __ REMOVAL AND DISPOSAL OF DERELICT VESSELS, GREATER THAN 20.1 FEET IN LENGTH AND LESS THAN OR EQUAL TO 30.0 FEET IN LENGTH (Fiberglass or Wood)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
2	16	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# __ REMOVAL AND DISPOSAL OF DERELICT VESSELS, GREATER THAN 30.1 FEET IN LENGTH AND LESS THAN OR EQUAL TO 40.0 FEET IN LENGTH (Fiberglass or Wood)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
3	8	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# __ REMOVAL AND DISPOSAL OF DERELICT VESSELS, GREATER THAN 40.1 FEET IN LENGTH (Fiberglass or Wood)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
4	10	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# __ REMOVAL AND DISPOSAL OF DERELICT VESSELS, LESS THAN OR EQUAL TO 20.0 FEET IN LENGTH (Steel or Aluminum)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
5	1	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# __ REMOVAL AND DISPOSAL OF DERELICT VESSELS, GREATER THAN 20.1 FEET IN LENGTH AND LESS THAN OR EQUAL TO 30.0 FEET IN LENGTH (Steel or Aluminum)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
6	1	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ REMOVAL AND DISPOSAL OF DERELICT VESSELS, GREATER THAN 30.1 FEET IN LENGTH AND LESS THAN OR EQUAL TO 40.0 FEET IN LENGTH (Steel or Aluminum)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
7	1	EACH		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ REMOVAL AND DISPOSAL OF DERELICT VESSELS, GREATER THAN 40.1 FEET IN LENGTH (Steel or Aluminum)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
8	4	EACH		

**Wording for “DESCRIPTION” is to be provided by the Owner.**

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

ATTACHMENT B - SAMPLE CONTRACT

STATE OF LOUISIANA  
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:

1. 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 Jason W. Bergeron or his duly authorized Designee, by virtue of Terrebonne Parish Council Resolution No. 26-\_\_\_\_\_, 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: \_\_\_\_\_

**\*\* Attach 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: Removal and Disposal of Derelict Vessels**

**TPCG Contract No.** \_\_\_\_\_

**Purchase Order No.** \_\_\_\_\_

The work consists of providing all equipment, labor, and material necessary to remove vessels from Bayou Grand Caillou according to design specifications and plans.

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. CONSULTANT

The Owner identifies Royal Engineers and Consultants, LLC, 1501 Religious St., New Orleans, LA 70130 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 150 consecutive calendar days from the date specified in the Order to Proceed as the starting date for the Contract Time. 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.

4.5. 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 otherwise specified, the Contractor's project work schedule shall reflect these anticipated adverse weather delays in all weather-related activities:

#### Monthly Anticipated Adverse Weather Days\*

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
9	6	7	7	8	13	17	11	6	6	6	9

\*Calendar Days, based on 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 REMOVAL OPERATIONS** Contractor shall submit the following documents to the Engineer before Removal Operations:

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

**5.3. DURING REMOVAL OPERATIONS** Contractor shall deliver copies of the following documents upon request by the Engineer, or as specified in these provisions:

- Progress Schedule
- Daily Progress Reports and Vessel Removal Forms
- Change orders, Field Orders, Claims, Clarifications, and Amendments

**5.4. POST REMOVAL OPERATIONS** 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 final resolution of removed materials, date of disposal, exact quantity, and size of materials disposed of with each shipment to the Waste 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 Unit Pricing set forth in the Louisiana Uniform Public Work Bid Form, Unit Price Form, attached to this Agreement, marked Exhibit A.

**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 TPCC Accounting at [faubert@tpcc.org](mailto:faubert@tpcc.org) 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. TPCC Contract No.,
5. POF (if available),
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, tortious, 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.** If any boats, barges, or vessels, or vessels supporting equipment are used in contracted activities, then CONTRACTOR shall obtain a specific Hull/P&I policy covering such operations with third party liability limits of no less than \$2,000,000. The policy shall provide:  
a. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers, b. A Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of

Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers, and c. The policy shall provide coverage for the removal of any wrecked or sunken vessel or equipment resulting from CONTRACTOR's operations.

**9.3.6. Excess Umbrella.** Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

**9.3.7. 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.

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

**9.7.** The contractor will acquire builders risk coverage for the full value of the project, or in the case of a renovation, for the full value of the renovation which provides all risk coverage for direct physical loss or damage to buildings/contents or structures during the course of construction. This coverage shall not have a deductible higher than \$5,000 per occurrence. The deductible is the responsibility of the contractor and should be taken into consideration when determining the contract price.

**9.8.** 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

**9.8.1.** 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.

**9.8.2.** 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.

**9.8.3.** 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.

**9.8.4.** All communications regarding the insurance policies shall include the Project name, Project number, Proposal number and Owner's address as identified in the Contract.

**9.8.5.** 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.

**9.8.6.** 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.

**9.9.** 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.

**9.10.** 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.

**9.11.** 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.

**9.12.** 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.

**9.13.** 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.

**9.14. 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.

**9.15. 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.

**9.16. 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.

**9.17. Partial Utilization – Property Insurance:** If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or allowed to lapse on account of any such partial use of occupancy.

## **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 of One Thousand dollars (\$1,000.00) 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 of One Thousand dollars (\$1,000.00) 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.** Appendix II to Part 200 – 2 C.F.R. Pt 200, App. II is incorporated into this Agreement by reference. Contractor agrees to review and comply with all requirements set forth therein to the extent that any of the requirements set forth in Appendix II are not addressed by a specific provision in this Agreement.

**14.2. 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.

**14.3. 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:

**14.3.1.** Withhold federal or state income taxes;

**14.3.2.** Withhold federal social security tax (FICA);

**14.3.3.** Pay federal or state unemployment taxes for the account of the Contractor; or

**14.3.4.** 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.

**14.4.** 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.

**14.5. 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.

**14.6. 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 in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**14.7. 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.

**14.8. 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.

**14.9. 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.

**14.10. 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.

**14.11. 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.

**14.12. Warranties.** Contractor warrants the work against defects or deficiencies in the Work and as to all material, equipment, and workmanship for a period of one (1) year from the date of Final Acceptance, and 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. Contractor warrants and guarantees to Owner and/or Owner's Representative listed herein that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of observed defects shall be given to Contractor.

**14.13. 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.

**14.14. 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.

**14.15. Access to Records –** The Contractor agrees to provide Terrebonne Parish Consolidated Government (TPCG), 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, TPCG 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.

**14.16. 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.

**14.17. 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.

**14.18. 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.

**14.19. 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.

**14.20. Copyright and Data Rights – License and Delivery of Works Subject to Copyright and Data Rights.** The Contractor grants to the Terrebonne Parish Consolidated Government (TPCG), 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 TPCG or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 § U.S.C. 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the TPCG 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 TPCG.

**14.21.** The following required attestations and affidavits are attached to this Agreement and are incorporated herein by reference.

**14.21.1. 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)

**14.21.2. Affidavit Attesting that Public Contract was not Secured through Employment or Payment of Solicitor – Contractor Affidavit (L.R.S. 38:2224)**

**14.21.3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

**14.22. 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: 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 V4 2020 Page 249 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, Territorial, or local government, V4 2020 Page 250 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.

14.23. Davis-Bacon Act. As amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**14.24. Contract Work Hours and Safety Standards Act –** For contracts over \$100,000.00 that employ mechanics or laborers. (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 \$26 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. 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 (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.

(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.

#### **14.25. Clean Air Act and Federal Water Pollution Control Act – For contracts over \$150,000.00**

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

(2) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

#### **14.26. Debarment and Suspension.**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor'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), attached at Attachment 13 and incorporated herein.

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

(3) This certification is a material representation of fact relied upon by TPCG. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to TPCG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.

**14.27.** Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency. A certificate is attached to this contract at Attachment 14 and incorporated herein.

**14.28.** 44 C.F.R. Part 18 – Certification Regarding Lobbying, attached to this Agreement and incorporated herein by reference, must be signed, and included with the contract documents.

**14.29.** Procurement of Recovered Materials [full text as provided in the document].

**14.30.** Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “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” means 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.

**14.31.** Prohibition on Contracting for Covered Telecommunications Equipment or Services. (a) Definitions. As used in this clause Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet). Covered foreign country means The People's Republic of China. Covered telecommunications equipment or services means (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or

affiliate of such entities); (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Critical technology means— (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled— (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening; (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources. Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or thirdparty audit. Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high. Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service. (b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing 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 as part of any system. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses 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, unless an

exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. (c) Exceptions. This clause does not prohibit contractors from providing— (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (2) 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. (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 Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(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) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**14.32. Federal Award Incorporation and Flow-Down Requirements.** This Contract is funded in whole or in part by federal financial assistance provided to the Terrebonne Parish Consolidated Government through a subaward from the BoatUS Foundation under the National Oceanic and Atmospheric Administration (“NOAA”) Marine Debris Program’s Abandoned and Derelict Vessel Removal Grant Program (the “Federal Award”).

The Contractor expressly acknowledges that this Contract is performed under the Federal Award and is subject to all terms, conditions, and requirements of the Federal Award and the Subaward Agreement between the Terrebonne Parish Consolidated Government and the BoatUS Foundation (the “Subaward Agreement”), including all amendments thereto. The Contractor agrees to comply fully with all applicable federal statutes, regulations, and requirements that flow down from the Federal Award, including without limitation the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the contract provisions set forth in Appendix II to 2 CFR Part 200, the Department of Commerce Financial Assistance Standard Terms and Conditions, all NOAA award conditions, and any programmatic requirements specific to the Abandoned and Derelict Vessel Removal Grant Program.

All such federal requirements are incorporated herein by reference and shall be deemed to be a part of this Contract as if fully set forth herein. The Contractor shall flow down all applicable federal requirements to any subcontractors or lower-tier contractors and shall ensure their compliance. A copy of the Subaward Agreement (or the applicable portions containing flow-down requirements) shall be made available to the Contractor upon request.

In the event of any inconsistency between the terms of this Contract and the Federal Award or the Subaward Agreement, the terms of the Federal Award and the Subaward Agreement shall control to the extent necessary to ensure compliance with federal law. Nothing in this Contract shall be construed to relieve the Contractor of any obligation imposed by the Federal Award or applicable federal law.

## 15. CHANGES AND PRICE ADJUSTMENTS

The Contract Price may be adjusted after award **only** by a written Change Order executed by the Contractor and an authorized representative of the Terrebonne Parish Consolidated Government. All Change Orders shall be issued and processed in strict compliance with La. R.S. 38:2212(M) and La. R.S. 38:2211(A)(3), as well as all applicable federal statutes, regulations, and the terms of the federal award (NOAA Marine Debris Program Abandoned and Derelict Vessel Removal Grant administered through the BoatUS Foundation, including 2 CFR Part 200).

Change Orders must be in writing (or electronic format if the Parish has the capability), fully documented, and itemized as to all costs (including material quantities and costs, equipment, labor, taxes, insurance, employee benefits, overhead, profit, and any other related costs). Where the original Contract contains unit prices, no deviations from those unit prices shall be permitted in computing the Change Order unless expressly authorized in the Contract Documents. The Parish shall pay the Contractor for work performed under an approved Change Order no later than sixty (60) days after the Parish approves the Contractor's application for payment for the Change Order work.

Adjustments to the Contract Price are permitted **solely** for the following legally acceptable reasons, provided the Change Order remains **within the scope of the Contract** (i.e., does not alter the fundamental nature of the work and remains an integral part of the project objective of removing derelict vessels from Terrebonne Parish waterways):

1. **Owner-directed changes** – Additions, deletions, or revisions to the scope of work as directed in writing by the Parish.
2. **Unforeseen or differing site conditions** – Physical conditions at the site or in the waterways that differ materially from those indicated in the Contract Documents or that could not have been reasonably anticipated by a competent Contractor.
3. **Errors, omissions, or ambiguities** – Corrections to errors, omissions, or ambiguities in the Contract Documents, plans, specifications, or bid documents.
4. **Changes required by law, regulation, or permit** – Modifications necessitated by newly enacted or amended federal, state, or local laws, regulations, executive orders, or permit requirements (including any additional conditions imposed under the federal grant or by USCG, LDWF, LDEQ, or other agencies).

5. **Quantity variations** – Increases or decreases in the actual quantity of vessels removed or work items performed, when the Contract includes unit prices (no adjustment if the Contract is purely lump-sum unless otherwise specified).
6. **Other integral modifications** – Any other addition, deletion, or revision that is integral to the project objective and does not change the essential character of the work, as determined by the Parish in its reasonable discretion and subject to full documentation and compliance with Public Bid Law and federal procurement standards.

Any Change Order that is outside the scope of the Contract or that, individually or in the aggregate with other Change Orders, exceeds the statutory thresholds set forth in La. R.S. 38:2212(M) and La. R.S. 38:2222 shall be let for public bid unless otherwise permitted by law. The Contractor shall not proceed with any changed work until a Change Order is fully executed. Nothing in this Article shall be construed to allow adjustments that would circumvent the competitive bidding requirements of Louisiana Public Bid Law or federal law.

**16. 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.

**16.1. CONTRACTOR**

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 2026 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of \_\_\_\_\_, parish/county of \_\_\_\_\_, State of \_\_\_\_\_ after a thorough reading of the whole.

WITNESSES:

CONTRACTOR:

\_\_\_\_\_  
 \_\_\_\_\_

X: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 ITS: \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC

**16.2. TPCG**

THUS done and signed on this \_\_\_\_ day of \_\_\_\_ 2026 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State

of Louisiana after a thorough reading of the whole.

WITNESSES:

TPCG:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
BY: JASON W. BERGERON  
ITS: PARISH PRESIDENT

\_\_\_\_\_  
NOTARY PUBLIC