



Plaquemines Parish School Board

557 F. Edward Hebert Blvd., Belle Chasse, La 70037

REQUEST FOR QUALIFICATIONS FOR DISTRICT WIDE CONSTRUCTION MATERIAL TESTING AND SPECIAL INSPECTIONS

PROPOSAL DUE DATE
Thursday, October 1st, 2009
2:00 pm

Prepared By:



Contact for this proposal:

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Belle Chasse, La 70037
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Plaquemines Parish School Board

Request for Qualifications

Sealed submissions will be received by the PLAQUEMINES PARISH SCHOOL BOARD until **2:00 PM** on **October 1, 2009**, at the School Board Office located at 557 F. Edward Hebert Blvd., Belle Chasse, Louisiana 70037, at which time submittals for **Construction Material Testing Services** will be opened. Only the names of respondents will be publicly read aloud at that time. The RFQ Documents have been prepared for Plaquemines Parish School Board, by their Construction Manager, HOV Services, LLC / Meridian, 117 Jarrell Drive, Belle Chasse, La 70037 (504-392-3313). Submissions received after the above time will not be accepted. Any person requiring special accommodations shall notify the Plaquemines Parish School Board, through their Construction Manager, HOV Services, LLC / Meridian, of the types of accommodations required not less than seven (7) days before the submission opening.

All submissions shall be submitted in a sealed opaque envelope containing responses as required by the RFQ packet for this work and bearing legibly on the exterior the following:

“RFQ – Construction Materials Testing”

Submittal Date

Company name

Return address information

Applicable Louisiana License Number

Submissions shall be accepted from Contractors who are licensed as required by the State of Louisiana for completion of this scope of work

A Mandatory Pre-Submission Conference will be held on Thursday, September 17th 2009, at 10:00 AM Central Time at the Plaquemines Parish School Board Office, located at 557 F. Edward Hebert Blvd., Belle Chasse, La 70037. Because the Pre-Submission Conference is mandatory, any submissions by a submitter not represented at the Pre-Submission Conference will be rejected by the Plaquemines Parish School Board without being opened.

The RFQ documents, consisting of submission requirements and other Contract Documents for the project, are available from various sources on the internet or interested submitters may obtain complete RFQ documents from: HOV Services, LLC / Meridian, 117 Jarrell Drive, Belle Chasse, La 70037 (504-392-3313). All instructions contained in the RFQ documents and all other requirements contained therein are incorporated into this advertisement for bids as if herein completely set forth.

PLAQUEMINES PARISH SCHOOL BOARD
JOYCE LAMKIN, PRESIDENT

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1.0 Introduction

The Plaquemines Parish School Board ("PPSB") is seeking proposals from qualified construction material and special inspection testing firms ("Testing Firm" or "Proposer") to provide construction material testing and special inspections during construction of replacement school facilities, funded by FEMA, in the wake of Hurricane Katrina. It is the desire of PPSB to select a firm that can provide high quality, comprehensive construction materials testing and special inspection services of indefinite delivery and indefinite quantity for 13+ district wide projects that include construction of new schools and school support facilities as defined by the anticipated project schedule through the year 2012. The anticipated value of new construction is +\$132,000,000, as estimated by FEMA.

In addition to this Request for Qualifications ("RFQ"), PPSB has or intends to issue separate contracts for, but are not limited to the following:

- Construction Management Services
- Architectural Design Services
- Environmental Inspection and Design Services
- General Construction Contracting

PPSB will select a material testing consultant based upon a review of responses to this RFQ as outlined herein, and the successful respondent will perform their scope of work under direction of PPSB's Construction Manager as required by the specifications for individual projects, which have been, or are in the process of being developed by project design teams.

Initiating contact or communications with PPSB employees, PPSB's Construction Manager, PPSB's Architects or PPSB's selection committee regarding this RFQ, other than those instances expressly noted in this document, are prohibited on or anytime after the RFQ advertisement date and until notice of award is provided.

2.0 Instructions To Respondents

2.1 *General Information*

2.1.1 PPSB invites testing firms to submit qualifications for providing services and materials as required, to conduct the duties described in Section 5.0, Scope of Services for projects that are specifically named in the Attachment "D", Preliminary Timeline Schedule. By submitting a proposal, the Proposer agrees it is willing to provide and coordinate its services for the PPSB projects.

2.1.1.1 The Proposer's submission should provide a straightforward and concise presentation, adequate to satisfy the requirements of the RFQ. PPSB reserves the right to reject any Proposer not containing full, complete, and accurate responses to any section of the RFQ. PPSB also reserves the right to reject all proposals and/or cancel this RFQ.

2.1.1.2 PPSB will not be liable for any errors in submissions by Proposers, and reserves the right to make corrections or amendments due to errors in documents provided by PPSB or its consultants in regard to this RFQ. PPSB, at its option, has the right to request clarification or additional information from the Proposer.

2.1.1.3 Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

2.1.1.4 PPSB requires that each firm responding to this RFQ follow these instructions, terms, conditions and specifications.

2.1.1.5 PPSB will retain and is under no obligation to return any materials submitted in response to this RFQ.

- 2.1.2 The selected Testing Firm will be expected to enter into a services agreement, which is substantially the same as that which is included in Attachment "B" of this RFQ. In no event is a Proposer to submit its own standard terms and conditions as a response to this RFQ. The Proposer should submit with its proposal any exceptions or exact contract deviations that the Proposer wishes to negotiate. Negotiations may begin with the announcement of the selected firm.
- 2.1.2.1 PPSB reserves the right to enter into a contract with a Testing Firm based solely on the initial proposal received from the Testing Firm, and to contract for a full or partial list of services offered in the proposal of the selected Testing Firm.
- 2.1.2.2 The initial agreement period for the initial contract entered as a result of this RFQ is one (1) year. PPSB reserves the right to renew any contract entered into pursuant to this RFQ for two (2) additional one (1) year periods utilizing the same terms and conditions as herein noted.
- 2.1.2.3 PPSB reserves the right to create additional contracts for services with the successful respondent to this RFQ for other projects that fall within the scope of this RFQ, but which may be funded by sources other than FEMA.
- 2.1.2.4 All contracts issued as a result of this RFQ are subject to compliance with all applicable laws.
- 2.1.2.5 In the event of any inconsistent or incompatible provisions between this RFQ and any contract entered into by PPSB with the Testing Firm pursuant to this RFQ, the terms of the contract shall govern.
- 2.1.3 This RFQ is not intended and shall not be construed to commit PPSB to pay any costs incurred by the Proposer in connection with its preparation of the proposal or to procure or contract for any services.

2.2 *Pre-Submission Meeting*

A **mandatory Pre-submission Meeting** will be conducted by PPSB's Construction Manager to review this RFQ and the proposed work with all interested Proposers. Any submission of qualifications by a Proposer not in attendance at the Pre-submission Meeting will be rejected by PPSB without being opened. The date, time and place for the scheduled Pre-submission Meeting follows:

Date: September 17, 2009
Time: 10:00 AM
Location: Plaquemines Parish School Board Conference Room
557 F. Edward Hebert Blvd.
Belle Chasse, La 70037

Proposers interested in responding to this RFQ are encouraged to visit all of the potential project sites to make themselves fully aware of locations, distances, availability of services and/or other necessary accommodations at each location. It is the responsibility of proposing firm to become fully aware of all aspects of the project scope as it relates to geography and accommodations as they would relate to successful completion of their work.

2.3 *Delivery Instructions*

One (1) original and six (6) copies of the qualification submission, along with one (1) electronic copy of the submission in Adobe PDF format on CD or flash drive, must be received by the PPSB Purchasing Office, at the following address, no later than 2:00 PM CST on or before October 1, 2009.

Deliver to:
Sharon Zilucca - Director of Purchasing and Property Management
Plaquemines Parish School Board
557 F. Edward Hebert Blvd.
Belle Chasse, La 70037

All qualification submissions should be in a sealed envelope and clearly marked in the lower left corner:

“RFQ – Construction Materials Testing”
Insert Submittal Date
Insert Company name
Insert Return address information
Insert Applicable Louisiana License Number

Qualification submission may not be submitted via facsimile machine or electronic mail. PPSB is not responsible for delays occasioned by the U.S. Postal Service, the Proposer’s choice of shipper, or any other means of delivery employed by the Proposer. Similarly, PPSB is not responsible for, and will not open, any proposal response that is received later than the date and time stated above. Delivery of a Proposer’s qualification submission is the responsibility of the Proposer. Failure to provide all requested information or otherwise comply with these provisions may disqualify a response to the RFQ.

2.4 Questions

Any questions regarding this RFQ should be submitted in writing and directed to:

Chris Barker
HOV Services
117 Jarrell Drive
Belle Chasse, La 70037
Chris.Barker@HOVservices.com

Questions must be submitted in writing and received by 5:00 PM September 24, 2009. Replies to such questions will be provided in writing and the questions and answers thereto will be sent to all persons who have attended the Pre-proposal Meeting.

2.5 Submittal Organization

All submissions must be on single sided, 8 ½ X 11” sheet format.
Respondents must organize their submissions in the following manner:

Tab 1 – Letter of Interest – *Two (2) pages maximum*

Submit a letter of interest, including a brief description of the firm’s overall qualifications to perform the work successfully. This letter should introduce the firm (team) or individual and must be signed by a representative of the firm with authorization to sign contracts.

- If submitting a team, note which team member (company) is the prime consultant or lead joint venture partner, or if it will be a prime – sub consultants contractual relationship.
- Identify the primary day to day contact person for your firm on this project.

Tab 2 – Relevant Experience and Qualifications – *Four (4) pages maximum*

This section must include name of firm, address, telephone number, fax number, email address, home page URL (if applicable), type of firm (i.e., corporation) and a copy of Proposer’s Louisiana license.

Provide a brief history of the firm including the year the firm was established as currently organized. Include total number of staff by job category and registration. Include a company profile that lists the primary services (disciplines) offered.

Tab 3 - Team Organization – *Two (2) pages maximum*

Provide an organizational chart showing the relationship between team members and your approach and methodology for successful organization and completion of the project.

Tab 4 - Firm Location – *One (1) page maximum*

Identify the location of the principal office that will be responsible for implementation of services for PPSB, distances to proposed project sites and point of contact person at that office.

Tab 5 - References – *One (1) page*

Provide contact name, services provided, dollar volume of services provided, company name, contact phone number, contact address. All references should relate to recently completed projects that represent the type of approach and quality of work you anticipate performing for PPSB.

Tab 6 - Fee Schedule, Insurance, Corporate Resolution and Non-Collusion Affidavit

- Provide a fee schedule for all services you would intend to provide as a part of this contract;
- Provide verification of compliance with insurance policy limits;
- Provide a Corporate Resolution, which indicates the person signing the letter of interest required in TAB 1 is authorized to bind the company into a contract for services; and,
- Provide an executed copy of the Non-collusion Affidavit – No. 1, for which the form is included in Attachment “C” of this RFQ.

Tab 7 - Cost Model Pricing

Provide pricing for cost model provided in Attachment “E” of this RFQ.

Tab 8 - Approach to cost control for material testing services - *Four (4) pages maximum*

Describe methods you will employ to insure PPSB receives the best economy for the services you intend to provide.

Tab 9 – Methodology and Approach *Four (4) pages maximum*

Outline specific procedures used to coordinate testing services and reporting procedures that will be employed to communicate timely construction material test results to all applicable parties. *(Examples of report forms is encouraged and does not count toward maximum page total)*

Tab 10 – Resumes

Only provide resumes for key personnel who will be working on PPSB projects. Include estimate of applicable percentage of their time that will be utilized for PPSB projects, billing rate, total years of direct experience, professional licensing information and number of years working for your firm.

3.0 **SCHEDULE OF EVENTS**

ACTIVITY

DATE

RFQ announced	August 31, 2009
Mandatory Pre-Submission Meeting.....	September 17, 2009
Deadline for Questions.....	September 24, 2009
Deadline for Submission of Proposals.....	October 1, 2009
PPSB Contract Award.....	October 5, 2009

4.0 PROPOSAL EVALUATION CRITERIA

REVIEW & SELECTION

No proposal will be reviewed or considered for selection unless the Proposer meets the following minimum criteria:

1. The Proposer, as an entity, has at least 5 years of experience in the construction material testing industry.
2. The Proposer is currently contracted to provide (and is providing) services substantially similar to those listed in Section 5.0, Scope of Services, to at least one client similar to PPSB.
3. The proposer has insurance in place that meets or exceeds the requirements of stated in Section 6.0, Insurance Requirements.

Proposals, which meet the minimum criteria specified above, will be evaluated and ranked by a Proposal Review Committee according to the following criteria to be weighted according to points listed:

<u>CRITERIA</u>	<u>POINTS POSSIBLE</u>
Relevant experience	15
Firm location	15
References	15
Range of Services above those required by scope of work	5
Cost model	15
Cost controls	15
Methodology and reporting	20
Total Possible Points	100

Please note that any or all Proposers may be required to make oral presentations of their proposals prior to final selection by PPSB. If PPSB chooses to require oral presentations, those Proposers selected to make such presentation will be notified by HOV Services.

Validation shall be made to the responsible proposers whose proposal is determined by the Proposal Review Committee to be the most advantageous to PPSB, based upon the evaluation factors set forth in the RFQ.

5.0 SCOPE OF SERVICES

The successful firm will provide construction material testing of the type and frequency as specified by the Architect for each project. Testing required will include, but not be limited to the following:

- A. Pile load test monitoring
- B. Vibration monitoring
- C. Soils and base material compaction testing
- D. Sieve analysis
- E. Concrete placement and testing
- F. Compressive strength specimen testing
- G. Masonry testing and inspection
- H. Fireproofing testing and inspection

- I. Structural steel testing and inspection
- J. Cold-formed framing testing and inspection
- K. Special inspection services
- L. Moisture tests on flooring
- M. Floor flatness
- N. Asphaltic concrete
- O. Anchor bolt pull test
- P. Reinforcing inspection
- Q. Roofing inspection

In conjunction with the foregoing Services the successful firm shall provide the following submittals/deliverables to PPSB, the Construction Manager, the Architect of Record, PPSB's Contractor and Jurisdictional Authorities as directed by PPSB's Construction Manager in per project and program formats as requested.

- A. Field test reports and final test reports
- B. Daily field reports
- C. Monthly summary reports
- D. Master testing log
- E. Deficiency and correction log
- F. Final close out reports

The successful respondent shall provide time-keeping and billing for each project in a format acceptable to FEMA. All billing shall be on an individual per project basis for the firm's personnel and their activities.

All testing agency personnel and/or its sub-consultants' personnel will be subject to criminal history, background check and drug screenings, when requested or required by PPSB's Construction Manager, the cost of complying personnel checks and screening shall be borne by the responding firm.

The responding firm will be required to provide proof of compliance with OSHA safety requirements at regular intervals.

6.0 INSURANCE REQUIREMENTS

The Proposer acknowledges that the Testing Firm has the following insurance coverage and limits in place:

Comprehensive General Liability -

Upon notice of intent to award and prior to entering into a contract with PPSB the selected Testing Firm shall take out and maintain during the life of the contract(s) Comprehensive General Liability ("CGL") Insurance to protect the Owner, Contractor and Subcontractors performing work under this contract from claims arising from any operation or work in connection with this Contract. The CGL coverage shall provide but not limited to minimum limits of liability as follows:

- (1) \$2,000,000 - General Aggregate (Other than Products/Completed Operations);
- (2) \$2,000,000 - Products/Completed Operations Aggregate;
- (3) \$1,000,000 - Personal & Advertising Injury – Any One Person or Organization;
- (4) \$1,000,000 - Each Occurrence Combined Single Limit Bodily Injury Property Damage;
- (5) \$100,000 - Fire Damage (Any One Fire); and,
- (6) \$5,000 - Medical Expense (Any One Person).

The CGL insurance policy (hereinafter, "the CGL Policy") shall make provision for a "per project" general aggregate as well as include coverage for blasting, explosion or underground damage if appropriate. The CGL Policy shall also be endorsed to include Owner, the Owner's Construction Manager, and the Architect/Engineer as additional insured's and provide waiver of subrogation in favor of same. Coverage as required shall apply on a primary basis without any right of contribution from any other insurance available to Owner. The CGL Policy shall contain cross liability and severability of interest provisions accordingly. Any and all deductibles, which may apply, shall be the responsibility of the Contractor. The CGL Policy shall either specifically include or be silent with respect to punitive damages where not

otherwise prohibited by law. Coverage shall also be included for any contractual assumption of liability by the Contractor under any hold harmless agreements, or indemnification agreements provided elsewhere in these specifications.

Comprehensive Automobile Liability -

Upon notice of intent to award and prior to entering into a contract with PPSB the selected Testing Firm shall take out and maintain during the life of the contract(s) Comprehensive Automobile Liability Insurance to protect the Owner, Contractor and Subcontractors performing work under this contract from claims arising from any operations or work in connection with this contract. The Comprehensive Automobile Liability Insurance coverage shall be on an occurrence basis, and shall include coverage for owned, hired, leased, and non-owned vehicles, with minimum limits as follows: Bodily Injury Liability of \$250,000 per person, \$500,000 per occurrence; Property Damage Liability of \$100,000 per occurrence.

Workers Compensation -

Upon notice of intent to award and prior to entering into a contract with PPSB the selected Testing Firm shall take out and maintain during the life of the contract(s) Workers Compensation Insurance for all his employees in any way engaged in this project. If any subcontractor does not carry Workers Compensation Insurance, such coverage must be included under the Testing Firm's policy. If subcontractor does not maintain Workers Compensation Insurance, the Testing Firm's Workers Compensation Insurance carrier must provide proof of insurance specifically covering uninsured subcontractors. The policy shall provide coverage at least equal to the requirements of the State of Louisiana and shall include Statutory Workers Compensation and Employers Liability including an Alternate Employer Endorsement. A waiver of subrogation in favor of Owner shall apply. Employers Liability limits of liability shall not be less than as follows:

- \$1,000,000 Aggregate – Bodily Injury by Accident
- \$1,000,000 Policy Limit – Bodily Injury by Disease
- \$1,000,000 Each Employee – Bodily Injury by Disease

Professional Liability – Errors and Omissions -

Minimum limits required: \$5,000,000 per claim

Excess Umbrella Liability -

In addition to the required insurance, the Testing Firm shall furnish and pay for Excess Liability Umbrella Insurance with a limit not less than:

- (1) \$5,000,000 when the Contract Sum (Refer to Article 4 of the Standard Form of Agreement Between Owner and Contractor) is less than \$10,000,000; or,
- (2) \$10,000,000 when the Contract Sum (Refer to Article 4 of the Standard Form of Agreement Between Owner and Contractor) is \$10,000,000 or more.

Successful firm shall provide an Insurance Certificate naming PPSB, PPSB's Construction Manager and PPSB's Architect as additionally insured and certificate holder prior to commencement of services.

7.0 SPECIAL PROVISIONS

7.1 Corporation Requirements

Corporations must commit to obtaining applicable certifications through the Louisiana Secretary of State's Office upon being awarded a contract under this RFQ.

7.2 Corporation Resolution and Non-Collusion Affidavits

Provide a copy of the Board Resolution which indicates the person signing the required *Letter of Interest* is authorized to bind the company into a contract for services (exception – The person signing does so, as an officer of the corporation).

Non-collusion Affidavit – No. 1, for which the form is included in Attachment “C” in this RFQ, must be completed and turned in at the time of submission of qualifications.

Non-collusion Affidavit – No. 2, for which the form is included in Attachment “C” in this RFQ, may be completed and turned in with submission of qualifications or any time prior to execution of a contract for services with PPSB.

7.3 *Certificate of Authority*

According to the provisions of La. R.S. 12:301-302, any corporation which is not incorporated in the State of Louisiana must obtain a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division.

8.0 ATTACHMENTS

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A. PERSONNEL BACKGROUND CHECK – CONTRACTED SERVICES

To protect students and staff members at active school sites, an inquiry into the personal background of each employee of a contractor or sub-contractor providing services to PPSB is required.

The successful contractor for this RFQ shall obtain services from a PPSB authorized vendor to establish the necessary procedures for obtaining background information that include the following:

A. Data Collection

Applicants will be instructed to report to a designated location provided by an approved vendor or arrangements can be made for the vendor to perform this activity at the construction site. Applicants will provide; name, address, SSN, employment reference and consent to background check. The vendor will record this information along with photograph of applicant, a copy of which will be provided to PPSB along with the results of each criminal history search.

B. Criminal History Search

A criminal history search will begin with a comprehensive Social Security Number (SSN) verification to identify the use of multiple SSN and/or aliases (AKA's) as well as current and previous locations of residence. This information will be used for a criminal history search of counties and/or parishes that the applicant has worked and resided within the last three years. Searches will be 100%, real-time court searches in any U.S county, Puerto Rico, the U.S. Virgin Islands, Guam, and Canada. All felony convictions, misdemeanor convictions, and related activity on record will be reported to PPSB.

C. International Criminal History Search

If applicable a criminal history search within foreign country(s) will be conducted in compliance with the individual country's criminal and court system.

D. Project Site Compliance Monitoring

After successful completion of the criminal history search the contractor will provide the applicant with a form of identification to be displayed on the applicants hard hat which;

- 1.) Does not directly identify the applicant's personal information.
 - 2.) Does provide information that correlates to result reports which have been provided to PPSB.
- (It is believed that a brightly colored durable numbered sticker to be placed on the applicant's hard hat would best serve this purpose.) (If used, numbers should be legible at a distance of 15 feet minimum)
- From time to time, but no less than once per month a random check will be performed by the vendor at one of the PPSB construction sites to verify through brief random sampling that:
- 1.) Persons who have not undergone the background check process are not working on site.
 - 2.) Persons who have undergone the process are properly identified.

A report of the findings will be delivered to PPSB on a monthly basis at no additional cost to PPSB. All vendor fees shall be collected from the applicant or his employer.

Personally identifiable information obtained in the implementation of this procedure shall not be released except as necessary to implement this procedure or to defend a decision made pursuant to this policy.

Each contractor and sub-contractor providing services to PPSB shall screen all employees providing services. Screening shall only be required one (1) time during the period of the current contract with PPSB as long as the contractor has continuously screened new hires, and required the same of its sub-contractors. Non-compliance with these requirements shall be a breach of a material term of any contract between a contractor/sub-contractor and PPSB.

The contractor shall develop administrative guidelines to implement this procedure.

B. Sample Agreement

Table of Articles

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 EQUAL OPPORTUNITY
- 1.5 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.6 INDEMNIFICATION
- 1.7 REVIEWS, INSPECTIONS, AND ACCEPTANCE
- 1.8 COMPENSATION

AGREEMENT made as of the _____ day of _____ in the year 2009
Between the Material Testing Consultant:

Consultant name with address

and the Owner:

Plaquemines Parish School Board
557 F. Edward Hebert Blvd
Belle Chasse LA 70037

For the following Project:

Material Testing Services various projects

The Owner and Material Testing Consultant agree as follows:

Article 1.1 Initial Information

§1.1.1 The Material Testing Consultant will provide Construction Material Testing Services as required for construction of new facilities as noted by the Owner's RFQ for this work.

§1.1.2 The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Material Testing Consultant compensation, is an amount which is unknown, but will conform to the schedule of values submitted by the Material Testing Consultant in response the RFQ for this work as accepted by the Owner.

§1.1.3 The time parameters are described in Preliminary Timeline Schedule and will be provided by the Material Testing Consultant as needed.

§1.1.4 The proposed procurement or delivery method for the project will be as needed in indefinite quantity.

§1.1.5 Project Team

§1.1.5.1 The Owner's Designated Representative is:

Joyce Green
Plaquemines Parish School Board
557 F. Edward Hebert Blvd
Belle Chasse LA 70037

§1.1.5.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Material Testing Consultant's submittals to the Owner and coordination of day-to-day activities is:

Chris Barker
HOV/Meridian
117 Jarrell Drive
Belle Chasse LA 70037

§1.1.5.3 The Owner's other consultants and contractors:
Will vary and will be named as procurement processes precede

§1.1.5.4 The Material Testing Consultant's Designated Representative is:

Consultant Name and Contact Information

§1.1.5.5 The consultants retained at the Material Testing Consultant's expense are:

As identified by Material Testing Consultant

§1.1.6 Other important initial information is:

None at the time of this contract.

§1.1.7 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Material Testing Consultant in determining the basis for the Material Testing Consultant's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Material Testing Consultant shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

Article 1.2 Responsibilities of the Parties

§1.2.1 The Owner and the Material Testing Consultant shall cooperate with one another fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain professional relationships among all members of the Project team.

§1.2.2 Owner

§1.2.2.1 Unless otherwise provided under this agreement, the Owner through the Owner's Construction Manager shall provide full information in a timely manner regarding requirements for and limitations on the Project.

§1.2.2.2 The Owner or the Owner's Construction Manager shall render decisions in a timely manner pertaining to the documents submitted by the Material Testing Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Material Testing Services. The Owner shall provide information regarding requirements for the project which shall set forth the Owner's objectives, schedule, constraints and criteria, including but not limited to space requirements and relationships flexibility, expandability, and unique site requirements.

§1.2.2.3 Unless otherwise provided in this Agreement; the Owner's Consultant/s shall furnish tests, inspections and reports required by law or the Contract Documents that relate to each project.

§1.2.2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall provide the budget for the project which shall include design and construction contingences for bidding, negotiations, changes in Work during construction, and other costs which are the responsibility of the Owner.

§1.2.2.5 If the Owner discovers or becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Material Testing Consultant's Instruments of Service, the Owner shall notify Material Testing Consultant within ten (10) days of the time it becomes so aware or makes such discovery.

§1.2.3 Material Testing Consultant

§1.2.3.1 The services performed by the Material Testing Consultant, the Material Testing Consultant's employees and the Material Testing Consultant's sub-contractors shall be as enumerated in Article 1.5 or Exhibit A (attached), in accordance with Material Testing Consultant's response to the Owner's RFQ.

§1.2.3.2 The Material Testing Consultant's services shall be performed as expeditiously as in consistent with professional's skill and care and the orderly progress of the Project.

§1.2.3.3 The Material Testing Consultant's Designated Representative identified in Section 1.1.5.4. shall be authorized to act on the

Material Testing Consultant's behalf with respect to the Project.

§1.2.3.4 The Material Testing Consultant shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create a risk of significant harm to the public or prevent the Material Testing Consultant from establishing a claim or defense in an adjudicatory proceeding. The Material Testing Consultant shall require of the Material Testing Consultant's sub-contractors similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§1.2.3.5 Except with the Owner's knowledge and consent, the Material Testing Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Material Testing Consultant's professional judgment with respect to this Project.

§1.2.3.6 The Material Testing Consultant shall, in accordance with generally accepted standards of professional care, in testing of construction materials, compliance with codes, standards, design requirements plus applicable local, state and federal laws in effect at the date of this Agreement. All documents shall bear all indicators of completeness of the work (such as professional seals) required and applicable for Engineering Practice in the State of Louisiana.

§1.2.3.7 The Material Testing Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Material Testing Consultant shall provide prompt written notice to the Owner's Construction Manager if the Material Testing Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

§1.2.3.8 If the Material Testing Consultant discovers or becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Material Testing Consultant's Instruments of Service, the Material Testing Consultant shall notify the Owner's Construction Manager within ten (10) days of the time it becomes so aware or makes such discovery.

§1.2.3.9 The Material Testing Consultant shall transmit all project related communications between the Owner and the Design Professional through the Owner's Construction Manager. The Material Testing Consultant shall document all communications using software as designated by Owner's Construction Manager.

Article 1.3 Terms and Conditions

§1.3.1 Cost of the work

§1.3.1.1 The Cost of the work of the Material Testing Consultant shall consist of unit prices submitted by the Material Testing Consultant in response to the Owner's RFQ, including the costs of management or supervision of construction or services provided by a separate contractor, plus a reasonable allowance for their overhead and profit.

§1.3.2 Instruments of Service

§1.3.2.1 Drawings, test reports, logs and other documents, including those in electronic form, prepared by the Material Testing Consultant and the Material Testing Consultant's consultants are Instruments of Service

§1.3.3 Change In Services

§1.3.3.1 A material and substantial Change in Services of the Material Testing Consultant, including services required of the Material Testing Consultant's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing and if required by circumstances beyond the Material Testing Consultant's control or if the Material Testing Consultant's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Material Testing Consultant shall notify the Owner prior to providing such services is not required, the Owner shall give prompt written notice to the Material Testing Consultant, and the Material Testing Consultant shall have no obligation to provide those services. Except for a change due to the fault of the Material Testing Consultant shall entitle the Material Testing Consultant to an adjustment in compensation pursuant to Section 1.9.2, and to any Other Direct Expenses described in Section 1.3.9 and Section 1.9.5.

§1.3.3.2 If any of the following circumstances affect the Material Testing Consultant's services for the Project, the Material Testing Consultant shall be entitled to an appropriate adjustment in the Material Testing Consultant's schedule and compensation:

- .1 Material and substantial change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 Enactment or revision of codes, laws or regulations or official interpretations which necessitate material and

- substantial changes to previously prepared Instruments of Service;
- .3 Decisions of the Owner not rendered in a timely manner;
- .4 Material and substantial change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 Failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparation for and the attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Material Testing Consultant is party thereto, but not including and meeting of the Owner's Board of Trustees or the Owner's Oversight Committee;
- .7 Material and substantial changes in the information contained in Article 1.1.

§1.3.4 Mediation

§1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration (if arbitration is mutually agreed to in writing by the parties) or the institution of legal or equitable proceedings by either party.

§1.3.4.2 The Owner and Material Testing Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation. Requests for mediation shall be filed in writing with other party to this Agreement and with the American Arbitration Association. If the mediation is conducted by the American Arbitration Association, requests for mediation shall be filed with the American Arbitration Association and shall be conducted in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association currently in effect.

§1.3.4.3 The parties shall share the mediators fee and any filing fees equally and if any filing fee is required with the American Arbitration Association, the parties shall share the filing fees equally. The mediation shall be held in Plaquemines Parish, unless another location is mutually agreed upon. Agreements reached in mediation shall be reduced to writing, signed by the parties and enforceable as provided by the laws of the State of Louisiana.

§1.3.5 Arbitration

§1.3.5.1 The parties expressly agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall not be subject to arbitration unless mutually agreed by the parties. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4. Any arbitration shall be conducted in New Orleans, Louisiana, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.

§1.3.6 Claims for Consequential Damages

§1.3.6.1 The Material Testing Consultant and the Owner waive consequential exemplary, punitive damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§1.3.6.2 No payment or compensation of any kind will be made to the Material Testing Consultants for damages because of hindrance or delays, whether those delays are avoidable or unavoidable. Material Testing Consultant's sole remedy for delays or hindrances from any cause outside the Material Testing Consultant's control shall be an extension of the Contract time.

§1.3.7 Miscellaneous Provisions

§1.3.7.1 This Agreement shall be governed by the laws of the State of Louisiana. Venue for any arbitration or court proceeding arising out of this agreement shall be Plaquemines Parish, Louisiana or as the case may be, in the Federal Courts in New Orleans, Louisiana.

§1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Material Testing Consultant's services are substantially completed.

§1.3.7.4 Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner and Material Testing Consultant.

§1.3.7.5 Unless otherwise provided in this Agreement, the Material Testing Consultant and the Material Testing Consultant's

consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§1.3.7.6 If the Owner requests the Material Testing Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Material Testing Consultant for review at least 14 days prior to the requested dates of execution. Material Testing Consultant shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§1.3.7.7 The Owner and Material Testing Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Material Testing Consultant shall assign this Agreement without the written consent of the other.

§1.3.8 Termination or Suspension

§1.3.8.1 Except as otherwise provided in this agreement, any dispute arising under this agreement, which is not disposed of by mutual agreement Owner and Material Testing Consultant shall be resolved according to this article.

§1.3.8.2 At all times during the course of the dispute resolution process, the Material Testing Consultant shall continue with the Work as directed, in a diligent manner and without delay, shall conform to the Owner's directive, decision or order, and shall be governed by all applicable provisions of the agreement. Records of the Work shall be kept in sufficient detail to enable payment in accordance with applicable provisions in the agreement, if this should become necessary.

§1.3.8.3 This agreement may be terminated by either party upon not less than ten (10) days written notice, should the other party fail substantially to perform in accordance with the terms and conditions of this agreement through no fault of the party initiating the termination and does not correct such failure within Thirty (30) days of notice. The Owner may also temporarily suspend the Material Testing Consultant's performance under this agreement at any time and from time-to-time, or upon mutual agreement redirecting the Services. The Material Testing Consultant shall stop all Work on the date of notification or as otherwise stated in this agreement. Owner's only obligation for terminating or suspending the Services shall be the payment to Material Testing Consultant of compensation for Services actually and satisfactorily performed hereunder, together with Other Direct Expenses actually incurred to date of termination or suspension. Material Testing Consultant shall be entitled to no other bonus, damage, settlement, or compensation, for expected or lost profits or otherwise or any other compensation thereafter.

§1.3.8.4 If, through no fault of the Material Testing Consultant, this Project is terminated, abandoned or suspended in whole or in part for three (3) months, the Material Testing Consultant shall be compensated for all services performed and all documented Other Direct Expenses incurred before receipt of written notice from the Owner of such documented abandonment, suspension or termination. The Material Testing Consultant shall be compensated for such services and expenses provided that said termination, abandonment or suspension is not the result of failure to comply with the requirements of this agreement, or of irregularities or errors in the instruments of service prepared by the Material Testing Consultant to the extent that the Owner is damaged by the same.

§1.3.9 Payments to the Material Testing Consultant

§1.3.9.1 Payments on the account of services rendered and for all Other Direct Costs incurred shall be made monthly upon presentation of the Material Testing Consultant's statement of services in accordance with the lump sum compensation detailed in attached Fee Submittal documents. Deductions shall be made from the Material Testing Consultant's compensation on account of the cost of changes in the Work other than those which the Material Testing Consultant has been adjudged to be liable.

§1.3.9.2 Compensation for the Material Testing Consultant's services shall include Direct Personal Expenses and Other Direct Costs. Owner and Material Testing Consultant agree that the lump sum basis upon which compensation is calculated (in accordance with the attached Fee Submittal documentation) includes as a part of the lump sum the aforesaid Direct Personal Expenses and Other Direct Costs.

§1.3.9.3 Other Direct Costs include expenses other than Direct Personnel Expenses incurred by the Material Testing Consultant and the Material Testing Consultant's employees and consultants directly related to Project. Other Direct Costs for this project are outlined in the attached Fee Submittal documentation represent the total cost for Other Direct Costs related to this project.

§1.3.9.4 Direct Professional Expense is defined as the direct salaries of the Material Testing Consultant and the Material Testing Consultant's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance sick leave, holidays, vacations, employee retirement plans and similar contributions.

§1.3.9.5 Records of Other Direct Costs and Direct personnel Expenses shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§1.3.9.6 The Owner shall compensate the Material Testing Consultant for Scope of Services as stipulated in Exhibit B of the Agreement. The Material Testing Consultant may submit progress invoices to the Owner or the Owner's designated representative not less than monthly during the performance of work under this Agreement.

§1.3.9.7 The Material Testing Consultant statement of services shall provide for separate tracking of each project of Work as acceptable to FEMA.

§1.3.9.8 Upon receipt of each acceptable invoice from the Material Testing Consultant, the Owner shall:

- .1 approve the invoice as submitted; or
- .2 make minor modifications or corrections and process the invoice as modified/corrected; or
- .3 return the invoice to the Material Testing Consultant to be revised and resubmitted within ten (10) days upon receipt from the Material Testing Consultant.

§1.3.9.9 Payments shall be made following presentation of the Material Testing Consultant's approved statement of services completed when determined by the Owner to be contractually due in accordance with this agreement.

§1.3.9.10 The Material Testing Consultant shall provide payment to each sub-consultant and supplier with ten (10) calendar days after receiving payment from the Owner for amounts previously invoiced for services performed or materials furnished under this Agreement. All subcontract agreements shall contain payment provisions requiring payments to lower-tier subcontractors within (10) calendar days after the first-tier subcontractor receives payment from the Material Testing Consultant. Interest on late payments is subject to the provisions of the Government Codes regarding payments to subcontractors.

§1.3.9.11 Invoices for Services shall be based on the percentage of the services completed and in accordance with the attached Fee Submittal documentation.

§1.3.9.12 Any Change Orders to the Construction Contract which are categorized by the Owner as possible errors or omissions shall be addressed under current procedure for determination of possible actions to hold the appropriate contracted party financially responsible. Should the Owner determine that the Owner has been damaged by an error and omission on the part of the Material Testing Consultant, the Material Testing Consultant may fulfill the financial responsibility by:

- .1 direct payment from Material Testing Consultant to Owner;
- .2 payment from Material Testing Consultant's insurance provider to Owner;
- .3 the withholding of payments otherwise due to the Material Testing Consultant and amendment of this agreement to reflect this reduction of fees;
- .4 performance of remedial work by a third party, acceptable to the Owner, at the expense of the Design Professional;
- .5 any mutually acceptable combination of the above; or
- .6 any other means approved by the Owner and Material Testing Consultant.

§1.3.9.13 The Owner shall make Final Payments for services upon receipt of the final invoice and a release of all claims against the Owner arising by virtue of the Project and/or the terms of this agreement, by both the Material Testing Consultant and/or sub-consultants have specifically excepted from the operation of the release. A release may also be required of the assignee if the Material Testing Consultant's claim to amounts payable under this agreement has been assigned. The Material Testing Consultant shall complete the "Material Testing Consultant Release" or the other release form acceptable to the Owner. For purposes of this section, "sub-consultant" means all first-tier sub-consultants and material suppliers.

§1.3.10 Conflict of Interest

§1.3.10.1 No employee of the Owner and no member of the Owner's Board of Trustees shall have any conflict of interest or potential conflict of interest with the Material Testing Consultant or its agents, including a financial interest, in this Agreement, either currently, within the past two (2) years, or within one (1) year following separation from the Owner.

§1.3.10.2 The Material Testing Consultant covenants that the Material Testing Consultant has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having such interest shall be employed by the Material Testing Consultant. Neither the Material

Testing Consultant nor the Owner shall have any conflict of interest of potential conflict of interest, including a financial interest, with any employee of the Owner, any member of the Owner's Board of Trustees, contractor, sub-contractor, vendor or supplier affected by this Agreement either currently or within the past two (2) years. This is not to include interest unknown due to involvements in retirement accounts and/or investments that regularly acquire new stocks or bonds not under the direct control of the Material Testing Consultant or its agent.

§1.3.10.3 No member of the Louisiana Legislature shall share, or have any financial interest, directly or indirectly, in this Agreement or any benefit there from.

§1.3.10.4 The Material Testing Consultant agrees that neither the Material Testing Consultant nor its members companies nor their affiliated companies nor company principals nor their family members shall bid on or perform any direct construction work in connection with Projects in which the Material Testing Consultant has participated in. The Material Testing Consultant agrees that neither the Material Testing Consultant nor its member companies nor their affiliated companies nor company principals nor their family members shall have any financial interest in the firm which bids on or performs any part of the construction work in connection with Projects in which the Material Testing Consultant had participated in. The provisions of this Article are not intended to prevent the Material Testing Consultant from performing follow-up professional services for others during subsequent phases of work at a particular site, but rather the Material Testing Consultant is prohibited from activities which create conflicts of interest or apparent conflicts of interest as a result of work performed by the Material Testing Consultant under this Agreement.

§1.3.10.5 The Material Testing Consultant agrees to include language in all its sub-consultant agreements stating that neither the sub-consultant nor its members companies nor their affiliated companies nor company principles nor their family members shall bid on or perform any direct construction work in connection with Projects in which the sub-consultant has participated in. The Agreements must contain, among other things, a prohibition to preclude consultants, consultant firms and/or principals and family members from having any financial interest in a firm which bids on or performs any part of the construction work in connection with Projects in which that sub-consultant has participated in. The provisions of this Article are not intended to prevent the sub-consultant from performing follow-on professional services for others during subsequent phases of work at a particular site, but rather the sub-consultant is prohibited from activities which create conflicts of interest or apparent conflicts of interest as a result of work performed by the Material Testing Consultant or by its sub-consultants under their agreements with the Material Testing Consultant.\

§1.3.10.6 Any such conflict or potential conflict of interest shall be disclosed to the Owner by the party having such conflict before the execution of this Agreement or within ten (10) days after discovering the conflict. Owner representatives not affected by the conflict or potential conflict shall determine the severity of conflict, if any, and recommend the appropriate remedial action to resolve the conflict without adversely affecting the interest of the Owner and its project schedule. Such remedial action could include cancellation of this Agreement for the conflicting party.

Article 1.4 Equal Opportunity

§1.4.1 The Material Testing Consultant shall maintain policies of employment as follows:

§1.4.2 The Material Testing Consultant and the Material Testing Consultant's sub-consultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Material Testing Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Material Testing Consultant agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies.

§1.4.3 The Material Testing Consultant and the Material Testing Consultant's Sub-consultants shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§1.4.4 The Material Testing Consultant and the Material Testing Consultant's sub-consultants shall comply with the Local/Small Plans when requested by the Owner.

Article 1.5 Scope of Services and Other Special Terms and Conditions

§1.5.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Material Testing Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Material Testing Consultant. This Agreement comprises the document listed below.

§1.5.1.1

Exhibits A-E to this agreement:

- .1 Exhibit A Project Site Locations and Applicable Scope
- .2 Exhibit B Fee Submittal documentation
- .3 Exhibit C Project Schedule
- .4 Exhibit D Insurance Requirements
- .5 Exhibit E Supplemental Terms and Conditions

Article 1.6 Indemnification

§1.6.1 The Material Testing Consultant covenants and agrees to and does hereby indemnify and hold harmless, at its own expense, Owner, its officers, agents, servants and employees, from and against any and all claims or causes of action arising out of the negligent performance of this Agreement whether such claims arise out of contract or tort, suits for property, whether real or personal, loss or damage, personal injury including death, to any and all persons, but only to the extent caused by the negligent performance of service hereunder by the Material Testing Consultant, its officers, agents, employees and subcontractors. For any claims or causes of action caused, in part, by the alleged negligence of the officers, agents, servants, employees, contractors, subcontractors, licenses, and invitees of Owner, the Material Testing Consultant shall only be obligated to indemnify the Owner if Material Testing Consultant's negligent performance of this Agreement has contributed to said claims or causes of action. The Material Testing Consultant likewise covenants and agrees to, and does hereby indemnify and hold harmless the Owner from and against any and all injuries, damage, loss, or destruction to property of the Owner during the performance of any of the terms and conditions of this Agreement, but only to the extent caused by the negligence of Material Testing Consultant, its officers, agents, employees and subcontractors.

Article 1.7 Reviews, Inspections, and Acceptance

§1.7.1 Inspection and acceptance shall be as stated in the specific Contract Documents. Owner hereby reserves the right to perform reviews, inspections, and acceptance of the work and any and all reviews, inspections and acceptance performed by the Owner or by others for the Owner shall be for the sole benefit of the Owner. The presence or absence of an Owner representative or inspector does not relieve the Material Testing Consultant from any contract requirement, nor is the representative or inspector authorized to change any term or condition of the drawing and specification without the Owner's written authorization. Quality control for the work is the responsibility of the Material Testing Consultant.

Article 1.8 Delays and Extension of Time

§1.8.1 The Material Testing Consultant may be granted an extension of time because of changes ordered by the Owner or because of unforeseen conditions deemed by the Owner as being beyond the Material Testing Consultant's control which constitutes a justifiable delay. Requests for extensions of time must be made in writing no later than twenty (20) calendar days after the occurrence of the delay or at the time of the next project design status meeting.

Article 1.9 Compensation

§1.9.1 For the Material Testing Consultant's services as described under Article 1.5, compensation shall be computed as indicated in the attached Fee Submittal documentation.

§1.9.2 If the services of the Material Testing Consultant are changed as described in Section 1.3.3.1, the Material Testing Consultant's compensation shall be adjusted. Such adjustment shall be calculated as described below in Section 1.9.3 or as mutually agreed.

§1.9.3 For Change in Services of the Material Testing Consultant, compensation shall be computed as a multiple of one (1.0) times the amounts billed to the Material Testing Consultant for such services.

§1.9.4 The rates and multiples for services of the Material Testing Consultant and the Material Testing Consultant's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§1.9.5 Payments are due and payable thirty (30) days from the date on the Material Testing Consultant's approved invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of 1.5% per month.

§1.9.6 If the services covered by this Agreement have not been completed within the schedule described in Exhibit C, through no fault of the Material Testing Consultant, extension of the Material Testing Consultant's services beyond that time shall be compensated as provided in Section 1.9.2.

This Agreement entered into as of the day and year first written above.

Owner
Owner's Designated Representative
Plaquemines Parish School Board
557 F. Edward Hebert Blvd
Belle Chasse, La 70037

Material Testing Consultant
Consultant Contact Information

(Printed Name and Title)

(Printed Name and Title)

C. Non-Collusion Affidavits

STATE OF LOUISIANA
PARISH OF _____
PROJECT NAME: _____
LOCATION: _____

NON-COLLUSION AFFIDAVIT – No. 1
(Applicable to Special Provisions Section 7.2)

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my Firm, its Owner, Directors, and Officers. I am the person responsible in my Firm for the price(s) and the amount of the bid.

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person **to submit a collusive or sham Bid** in connection with the Contract for which the attached Bid has been submitted **or to refrain from bidding in connection with such Contract**, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person **to fix the price or prices in the attached Bid or of any other bidder**, or to secure through any other bidder, or **to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the PPSB.**

I state that _____ understands and acknowledges that the above
(Name of my Firm)

representatives are material and important, and will be relied on by the Plaquemines Parish School Board in awarding the contract(s) for which bid is submitted. I understand and my firm understands that misstatement in this affidavit is and shall be treated as fraudulent concealment from the Plaquemines Parish School Board of the true facts relating to the submission of bids for this contract.

(Signature)

(Printed Name)

(Position / Job Title)

Notary Seal:

Notary Public Signature

Commission Expiration Date

STATE OF LOUISIANA
PARISH OF: _____
PROJECT NAME: _____
COMPANY NAME: _____
PROJECT LOCATION: _____

NON-COLLUSION AFFIDAVIT – No. 2
(Applicable to Special Provisions section 7.2)

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared _____ representing _____ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

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

(2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

PART II

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

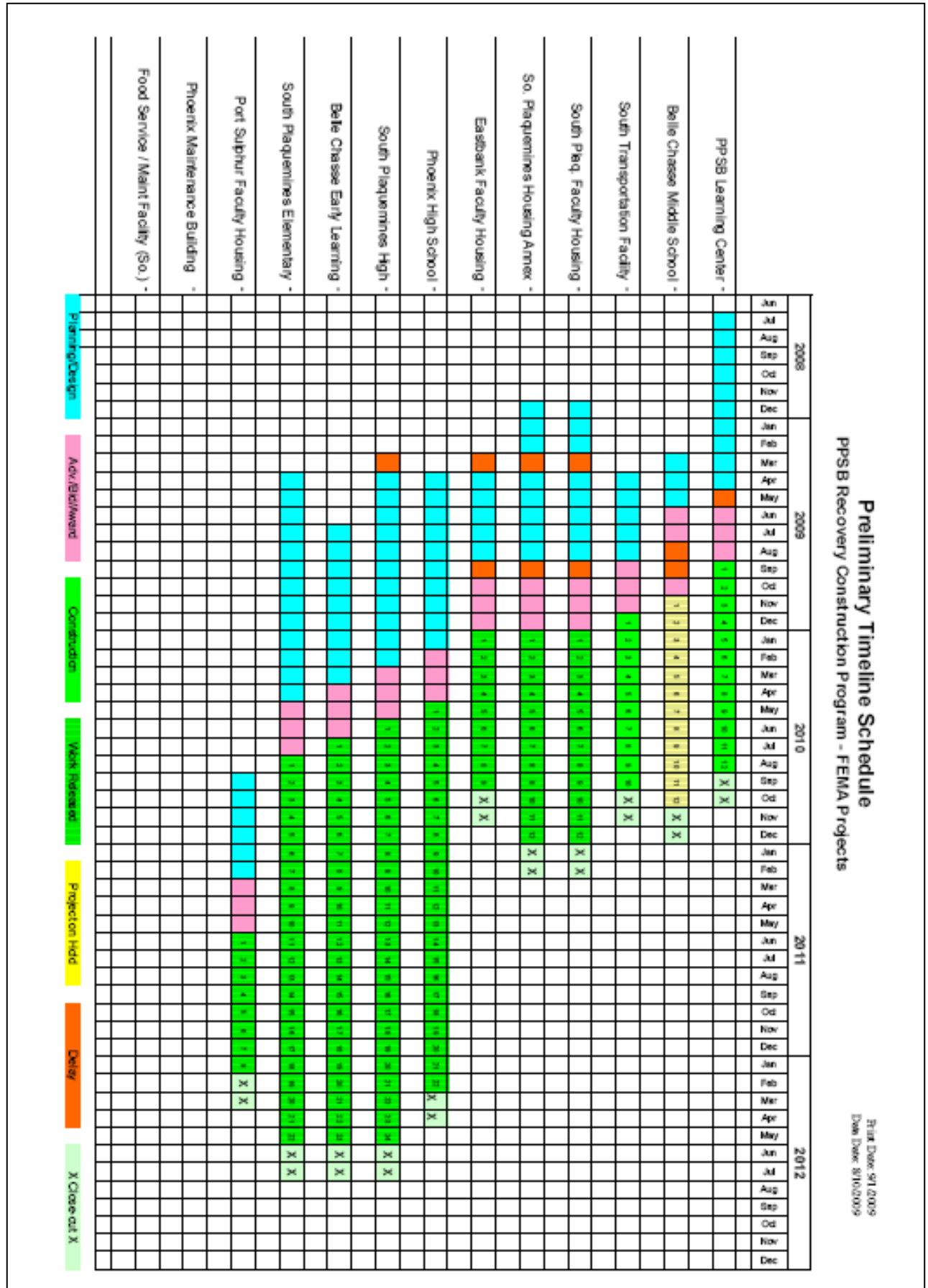
That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____.

AFFIANT

NOTARY

D. Preliminary Timeline Schedule



E. Pricing Model

For the purpose of this model the school site location should be considered to be located in Port Sulphur, La and the overall project duration should be considered to be 9 months from start to completion of the General Contractor's work. The Material Testing Consultant must provide appropriate allowances for the time and cost of their services based on their own experience of number of trips and duration of time their services will be required for completion of their work on a typical project of this size.

TYPE OF TEST	Estimated QUANTITY	QUANTITY	UM	Unit	Ext
Mix Design		1	ea		
Conc Inspection (make cylinders)	550 cyds	44	hrs		
Conc specimen pickup	11	44	hrs		
Comp strength of cylinders (4 cyl)	55	44	ea		
Conc pre placement inspection	6	24	hrs		
Mortar Grout Inspection (make 4 cubes)	10	40	hrs		
Mortar specimen pickup	10	40	hrs		
Comp strength of Cubes	40	40	ea		
FF and FL Reports	2	2	ea		
Moisture Vapor Testing (VCT)	8	8	ea		
Nuclear density test	16	16	ea		
Density & Unit Weight Cone Method	2	2	ea		
Soil Sample pickup	2	8	hrs		
Atterberg Limits	2	2	ea		
Proctor	2	2	ea		
Pile inspection at plant - Treated	200 x 58	11600	ft		
Pile Load Test	16	16	hrs		
Pile Load Test Report	1	1	ea		
Pile Driving Inspection & Logging	80	80	hrs		
Numbering of Pile Plans	2	2	ea		
Weld inspection	24	24	hrs		
Random Torqueing of Bolted Connections	8	8	hrs		
Roof Installation Inspection	40	40	hrs		
Sub-Total					
Mileage			mile		
Project Manager - Reports			ea		
Overtime			hrs		
Misc.			ls		
Grand Total					

This pricing model is for comparison purposes only.

Pricing used for the model will be contract pricing, however actual scope and quantities will vary from those shown in the pricing model.