
SPECIAL COUNCIL

PARISH OF TERREBONNE



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DISTRICT 1

John Navy

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DISTRICT 3

Gerald Michel

DISTRICT 4

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**Robert J. Bergeron Government Tower Building
8026 Main Street
2nd Floor Council Meeting Room
Houma, LA 70360**

AGENDA

Wednesday, September 7, 2022
12:00 PM

Suzette Thomas,

COUNCIL CLERK

DISTRICT 5

Jessica Domangue

DISTRICT 6

Darrin Guidry

DISTRICT 7

Daniel Babin

DISTRICT 8

Dirk Guidry

DISTRICT 9

Steve Trosclair

In accordance with the Americans with Disabilities Act, if you need special assistance,
please contact Suzette Thomas, Council Clerk, at (985) 873-6519 describing the
assistance that is necessary.

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

ALL CELL PHONES, PAGERS AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

ROLL CALL

- 1. RESOLUTION:** Authorizing the Parish President to Execute a Professional Services Contract for Hurricane Ida Related Temporary Emergency Generator Power at the Houma Power Generating Station.
- 2. Adjourn**

Category Number:
Item Number:



Wednesday, September 7, 2022

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Wednesday, September 7, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Wednesday, September 7, 2022

Item Title:

Professional Services Contract for Hurricane Ida Related Temporary Emergency Generator Power at the Houma Power Generating Station

Item Summary:

RESOLUTION: Authorizing the Parish President to Execute a Professional Services Contract for Hurricane Ida Related Temporary Emergency Generator Power at the Houma Power Generating Station.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/2/2022	Executive Summary
Resolution	9/2/2022	Resolution
Professional Services Contract	9/2/2022	Backup Material
Exhibit A	9/2/2022	Exhibit
Exhibit B	9/2/2022	Exhibit



EXECUTIVE SUMMARY

PROJECT TITLE

RESOLUTION: Authorizing the Parish President to Execute a Professional Services Contract for Hurricane Ida Related Temporary Emergency Generator Power at the Houma Power Generating Station

PROJECT SUMMARY (200 WORDS OR LESS)

Hurricane Ida caused catastrophic damage to the Power Generating Station on Barrow Street in Houma, LA. Emergency repairs were made immediately following Hurricane Ida, but the Station is not yet working to full capacity and repairs are ongoing. Until all repairs are complete, the Station is in dire need of Temporary Emergency Power Generation at the Houma Generating Station to supplement its electric capacity loss sustained by the damages during Hurricane Ida; to provide voltage support at the Houma Generating station; and to provide reliable power generation for critical infrastructure in the City of Houma in the event of a main power failure at the Station. Royal Engineers & Consultants, LLC, Terrebonne parish Consolidated Government's Disaster Recovery Consultant and Project Manager, and GIS Engineering, LLC the engineering firm hired to provide professional services for the repairs to the Houma Generating Station, recommend hiring Aggreko, LLC, to provide the equipment and services necessary to plan specification for, mobilize, transport, install, operate, maintain, and once services are complete, to remove and demobilize temporary emergency generators at the Houma Generating Station for the purposes described above.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To provide temporary emergency power generation as required by the owner at the Houma Generating Station. These services are required to supplement the electric capacity loss sustained by the Houma Generating Station, which suffered catastrophic damage due to Hurricane Ida. The services are also required for voltage support at the Houma Generating Station and to provide reliable power generation for critical infrastructure in the City of Houma, as necessary.

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Mike Toups, Parish Manager

Date

9/2/22

OFFERED BY:
SECONDED BY:

RESOLUTION NO _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A PROFESSIONAL SERVICES CONTRACT FOR HURRICANE IDA-RELATED TEMPORARY EMERGENCY GENERATOR POWER AT THE HOUMA POWER GENERATING STATION.

WHEREAS, Hurricane Ida caused catastrophic damage to the Power Generating Station on Barrow Street in Houma, Louisiana; and

WHEREAS, Emergency repairs were made immediately following Hurricane Ida, but the Station is not yet working to full capacity and repairs are ongoing; and

WHEREAS, until all repairs are complete, the Station is in dire need of Temporary Emergency Power Generation at the Houma Generating Station to supplement its electric capacity loss sustained by the damages during Hurricane Ida; to provide voltage support at the Houma Generating Station; and to provide reliable power generation for critical infrastructure in the city of Houma in the event of a main power failure at the Station; and

WHEREAS, Royal Engineers & Consultants, LLC, Terrebonne Parish Consolidated Government's Disaster Recovery Consultant and Project Manager, and GIS Engineering, LLC, the engineering firm hired to provide professional services for the repairs to the Houma Generating Station, recommend hiring Aggreko, LLC, to provide the equipment and services necessary to plan specifications for, mobilize, transport, install, operate, maintain, and once services are complete, to remove and demobilize temporary emergency generators at the Houma Generating Station for the purposes described above; and

WHEREAS, Administration requests that the Terrebonne Parish Council approve, in accordance with Section 2-109(c) of the Terrebonne Parish Code of Ordinances, the proposed agreement between TPCG and Aggreko, LLC, a copy of which is attached and incorporated herein; and

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Council hereby authorizes its Parish President to execute, on behalf of the Terrebonne Parish Consolidated Government, an agreement between the TPCG and Aggreko, LLC for the purposes established in the resolution and in the attached agreement.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declares the resolution ADOPTED/NOT ADOPTED on this _____ day of _____ 2022.

I, _____, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the assembled Council in special session on September 7, 2022, at which meeting a quorum was present.

Given under my official signature and seal of this office this _____ day of _____ 2022.

Council Clerk
Terrebonne Parish Council

STATE OF LOUISIANA

PARISH OF TERREBONNE

**PROFESSIONAL SERVICES CONTRACT FOR
HURRICANE IDA-RELATED
TEMPORARY GENERATOR POWER @ HOUMA POWER GENERATING STATION**

This Agreement is hereby made and executed by and between:

1. THE PARTIES

1.1. **Terrebonne Parish Consolidated Government**, a political subdivision of the State of Louisiana, acting by and through Gordon E. Dove President, by virtue of Terrebonne Parish Council Resolution No. 22-_____, with a mailing address of PO Box 2768, Houma LA 70361, hereinafter designated as "Owner" or "TPCG"; and

1.2. **Aggreko, LLC** (EIN 72-0692213) a Delaware limited liability company whose mailing address for the purposes herein is 4607 W. Admiral Doyle Drive, New Iberia, Louisiana 70560, represented by Donovan Driscoll, Sector Sales Leader duly authorized to sign by a Manager of Aggreko, by virtue of the Resolution of the Board of Managers of Aggreko LLC attached hereto as Exhibit A and incorporated herein, and 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 OF WORK

2.1. Purpose. Contractor shall provide the services outlined in the attached Scope of Work to provide Temporary Emergency Power Generation as required by the owner at The Houma Generating Station, Houma, LA. These services are required to supplement the electric capacity loss sustained by the Houma Generating Station, which suffered catastrophic damage due to Hurricane Ida. The services are also required for voltage support at the Houma Generating Station and to provide reliable power generation for critical infrastructure in the city of Houma, as necessary.

2.2. Engineer. Owner identifies, and Contractor acknowledges, that (1) Royal Engineers and Consultants, LLC, 1501 Religious St., New Orleans LA 70131, and (2) GIS Engineering, LLC 197 Elysian Drive, Houma LA 70363 are Owner's Engineer and a representative authorized to act on the Owner's behalf with respect to the Project.

2.3. Scope. Contractor's Work shall include, but is not limited to:

2.3.1. Transport, deliver, furnish, install, test, maintain, operate, and remove the interim power system at the Houma Generating Station, 1551 Barrow Street, Houma LA 70360 (the "Premises"). The interim power system shall include all equipment and required labor for installation as outlined in the Aggreko Technical Proposal ("Proposal"), a copy of which is attached to this Agreement as Exhibit B and made a part of this Agreement. Any portion of the Proposal deemed under La. R.S. 43:3.2 to be proprietary in nature shall remain incorporated into this Agreement, but it shall be redacted from the publicly recorded Agreement.

2.3.2. The Contractor shall be responsible for all equipment, services, details, devices, accessories, appurtenances, and special construction necessary to properly install, adjust, place into satisfactory operation, and maintain all mechanical and electrical systems associated with the interim generator sets.

2.3.3. All work shall be performed in accordance with this contract, any required drawings, and all applicable codes and authorities having jurisdiction. All installation and maintenance work on TPCG property will be subject to TPCG and the State of Louisiana

laws and permits, including but not limited to noise and environmental permits, which shall be the responsibility of TPCG to obtain.

- 2.3.4. Generator set enclosure shall include ventilation intake and exhaust assemblies complete with necessary structures, ducts, filters, silencers, accessories and hardware.
- 2.3.5. All electrical connections, cable tray, conduit sizing and cable sizing shall be in conformance with the latest requirements of the National Electrical Code (NEC).
- 2.3.6. The Emergency Generating Power system shall be designed and installed in compliance with Occupational Safety and Health Act, NFPA-70E "National Electrical Codes" and other industry consensus standards and statutory regulations, current as of the date of submission
- 2.3.7. The Contractor shall collaborate with TPCG Power Generation Station Officers/Supervisors, TPCG Employees, the Engineer of Record and Program Managers to
 - 2.3.7.1. Review Power Requirements
 - 2.3.7.2. Evaluate Power flow models
 - 2.3.7.3. Coordinate temporary generation interconnection of emergency generation

2.4. MAINTENANCE, OPERATION AND REPAIRS: Unless otherwise agreed upon in writing, Owner shall not make any alterations, additions or improvements to the Equipment without Contractor's prior written consent. Contractor shall operate and maintain the Equipment, and Owner shall return it in the same condition in which it was received, except for normal wear and tear and damages to the equipment occasioned by Contractor's employees, subcontractors, agents, and assigns. Specifically, Owner must:

- 2.4.1. Ensure that the Equipment is operated only by personnel of Contractor.
- 2.4.2. Comply with and advise Contractor on all applicable federal, state and local laws and regulations in connection with Contractor's operation of the Equipment.
- 2.4.3. Supply all fuel necessary to operate the Equipment.
- 2.4.4. Immediately notify Contractor of any known problems or malfunctions or suspected malfunctions or problems or those that should reasonably be known or suspected upon regular inspection that are necessary to keep the Equipment in good running order.
- 2.4.5. Verify all equipment and transmissions lines downstream from the Equipment are suitable for power transmission prior to directing Contractor to energize the Equipment.

- 2.5. SPECIAL CONDITIONS: Notwithstanding any provisions contained herein to the contrary:
- 2.5.1. If the Equipment goes down for maintenance or repairs during Phase II, Contractor will send a qualified technician to repair it.
 - 2.5.2. If Contractor determines that the required maintenance or repairs are Contractor's responsibility as outlined in the Proposal, the labor and parts required for repair will be provided at no charge to Owner.

3. EFFECTIVE DATE AND PHASES OF PERFORMANCE

3.1. The effective date of this Contract is August 11, 2022, regardless of the date of execution. Contractor shall perform work under all phases in accordance with its Proposal and for the purposes established in this Agreement.

3.2. Phase I, Interim Power System Design, Mobilization and Installation, shall commence on the effective date. Phase I shall end upon Contractor's written notice to Owner of Contractor's completion of its obligations under the Electrical Installation portion of Phase One of the Proposal. Engineering, design, installation, and testing related to the remote-control system is not included in Phase I.

3.3. Phase II, Period of Operation shall commence upon the conclusion of Phase I. During Phase II, Contractor shall continue the engineering, design, installation, and testing related to the remote-control system.

3.4. Phase III, Demobilization, shall commence six (6) calendar months following the date of commencement of Phase II, unless the parties otherwise agree in writing to extend the period for Phase II.

3.5. Unless otherwise terminated as authorized herein, the term of this contract shall end upon Contractor's written notice to Owner that it has successfully detached, decommissioned, and demobilized its equipment and removed it from Owner's premises.

4. CONSIDERATION

4.1. In consideration of the services described above, Owner hereby agrees to pay Contractor in accordance with the Contractor's Proposal as follows:

- 4.1.1. At the end of Phase I, a one-time payment of \$1,807,454.89
- 4.1.2. During Phase II, an equipment fee of \$1,505,852.03 per month;
- 4.1.3. During Phase II, an on-site technician fee of \$8,000.00 per day that the equipment is in operation;
- 4.1.4. At the end of Phase III, a one-time payment of \$420,554.65.

4.2. **ENVIRONMENTAL FEES:** The monthly fee established in section 4.1.2 herein above is inclusive of environmental fees which are assessed on all equipment containing fuel, oil, refrigerant, or other fluids, liquids, or gases that could have an environmental impact. This includes generators, transformers, chillers, air conditioners, heaters, compressors, aftercoolers, fuel tanks, all Tier 4 Final diesel equipment, and other similar equipment. The fee is NOT a tax or governmental charge. It is used to help offset expenses incurred operating in an environmentally sound manner.

4.3. If any maintenance or repairs to the Equipment become necessary for Owner's failure to protect the Equipment or due to Owner's negligence, Owner shall pay all applicable transportation costs, travel time, mileage, labor, and parts for the repair, even if service is performed by Contractor upon return of the Equipment.

4.4. **Change Order.** Changes to any pricing in this Agreement shall be made in writing and signed by both parties by written Change Order. Change Orders may be requested by Engineer, Contractor or Owner based upon material changes to the Scope of Work, the extension of Phase II, changes in regulatory requirements and laws affecting this Agreement. Change Orders shall be numbered and filed for public record at the cost of the Owner and shall refer to the recording entry number of this Agreement to serve as occasion may require.

4.5. Following the completion of Phase I, following the completion of Phase III, monthly during Phase II, and as necessary for environmental fees and equipment repairs charged to Owner, Contractor shall submit invoices and requests for payment to Owner. Requests for payment shall include Contractor's reports and other documentation necessary to establish the amount due on the invoices and any investigative report justifying equipment repairs charged to the Owner. Contractor's payment request shall be signed by the Contractor and supported by such data as Owner may reasonably require.

4.6. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the services specified herein.

4.7. **Inspection and Audit of Work.** Owner shall retain the right to inspect and audit Contractor's work to determine the accuracy of any invoices submitted.

4.8. Owner shall pay any undisputed amount owed on invoices within thirty (30) days after receipt of properly executed invoice. Owner and Contractor agree to work diligently to resolve any disputes over unpaid invoices.

4.9. No additional costs or expenses incurred by Contractor in performance of this Agreement shall be reimbursed or paid by Owner unless agreed upon by both parties per a Change Order or Addendum.

4.10. Contractor certifies that the price of the contract was established by rates inclusive of all work, including but not limited to, overtime costs, mobilization and demobilization, and travel expenses such as lodging and meals, as outlined in the attached Proposal, all of which meet State and GSA per diem rates.

4.11. 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.

4.12. The consideration herein is for the entire agreement.

5. TERMINATION

5.1. Termination of the Contract for Cause.

5.1.1. If Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail (except in cases for which extension of time is provided) to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregards laws, ordinances, or the instructions of Owner, or otherwise be guilty of substantial violation of any provision of the contract, then Owner, may, without prejudice to any other right or remedy and terminate the employment of the Contractor.

5.1.2. Failure of the Contractor to start the work within three (3) days of notice from Owner that the site is ready for Contractor to begin shall be grounds for termination of the contract by Owner unless another time period is agreed upon by the parties or Force Majeure prevents beginning within that time period.

5.1.3. Before the contract is terminated, the Contractor will first be notified in writing by Owner of the conditions, which make termination of the Contract imminent. Seven (7) days after such notice is given, if a satisfactory effort has not been made by the Contractor to correct the conditions, Owner may declare the contract terminated and notify the Contractor accordingly.

5.1.4. Upon receipt of notice from Owner that the contract has been terminated; the Contractor shall immediately discontinue all operations and begin the demobilization of the equipment once the equipment has been deenergized and access granted to the site.

5.1.5. If any of the following events occur (i) Owner fails to make payment in accordance with the terms of this agreement and such failure continues for a period of thirty (30) days, (ii) Owner fails to maintain the insurance required, (iii) Owner violates any material provision hereof, (iv) the Equipment is lost, damaged, stolen, destroyed or seized by a governmental agency after it had been placed in the possession of Owner, (v) Contractor has a reasonable belief that there is an unusual risk of damage to the Equipment or that Owner cannot adequately protect the Equipment, or (vi) a Force Majeure event that lasts longer than two (2) weeks, then Contractor may, after ten (10) days' notice in writing of such event exercise, any one or more of the following options: (a) turn off or suspend Owner's use of the Equipment and related services, (b) terminate this agreement, (c) retrieve the Equipment wherever it may be found, and/or, (d) in addition to any other remedies Contractor may have, recover all amounts due through the date of termination, together with any damages for injury to the Equipment caused by Owner and all expenses incurred in turning off, recovering, retrieving or repossessing the Equipment under Phase III of the Scope of Work.

5.1.6. Additionally, the Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Owner to comply with the terms and conditions of the contract.

5.2. Termination for Convenience. The Owner may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

5.3. Non Appropriation of Funds. 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 contract, this agreement may be terminated by Owner giving notice to the Contractor of such facts and Owner's intention to terminate its financial obligation.

5.4. Effect of Termination. In the event this Contract is terminated, Contractor shall be entitled to payment for all fees authorized under Article 4 of this Agreement through the date of termination, as

well as all fees associated with Phase III of the Scope of Work. In the event of termination prior to the installation of equipment on the Premises, Owner shall not be liable for any amounts of payment under Phases II and III of the Scope of Work, but it shall be liable for a pro-rata share of payments to Contractor for work completed under Phase I of the Agreement.

- 5.4.1. In the event of Termination for Convenience, Owner shall also be liable for fourteen (14) days of equipment fees, prorated in accordance with the equipment fees at 4.1.2, after the sites have deenergized and Contractor has access to sites to remove the equipment to allow for demobilization of the equipment.

5.5. **Surviving Terms.** The following provisions shall survive termination or expiration of this contract: (i) any indemnification obligations; (ii) any insurance requirements owed by Contractor necessary to cover any claims against either party arising under the terms of the Contract; (iii) and ownership, audits, and retention of records.

6. CONTRACT DOCUMENTS

6.1. **Contract Documents.** The Contract Documents shall include the four corners of this Agreement, its attachments and exhibits, insurance certificates, the Contractor's Proposal, and all properly authorized amendments, addenda, and Change Orders. Any change in the Contract, including, but not limited to, changes to the method, price, or schedule of the work, must be accomplished by a formal written Change Order, Addendum, or Amendment signed and approved by the duly authorized representatives of both parties.

6.2. **Order of Precedence.** Any conflicts or inconsistencies in the contract documents shall be resolved by giving precedence to the documents in the following order:

- 6.2.1. Change Orders/Addenda
- 6.2.2. Aggreko's Technical Proposal, submitted on August 12, 2022
- 6.2.3. Professional Services Contract

6.3. **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. The Contract Documents will be construed in accordance with the State of Louisiana Law. 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 whether or not specifically called for. When 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.

7. OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT

7.1. **Ownership.** All work product, including records, reports, documents and other material delivered or transmitted to Contractor by the Owner, shall remain the property of the Owner, and shall be returned by Contractor to the Owner, at Contractor's expense, at termination or expiration of this contract. All work product, including records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with performance of the services contracted for herein, shall become the property of the Owner, and shall, upon request, be returned by Contractor to the Owner at Contractor's expense at termination or expiration of this Agreement. The Owner shall not be restricted in any way whatsoever in the use of such material. This section shall not apply to any information deemed under La. R.S. 44:3.2 to be protected proprietary information or trade secrets. Contractor does hereby grant Owner a license to such proprietary information and trade secrets on a non-exclusive, worldwide basis to such extent as is necessary to enable the Owner to make reasonable use of the hired equipment under this Agreement.

7.2. **Time for Delivery of Records.** Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the Owner shall have the right to require the Contractor to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Contract within five (5) days of receipt of written notice issued by the Owner.

7.3. **Copyright.** Except for that information owned by Contractor and deemed under La. R.S. 44:3.2 to be proprietary information or trade secrets, no work product, including records, reports, documents,

memoranda or notes obtained or prepared by the Contractor under this Agreement shall be the subject of any copyright or application for copyright on behalf of the Contractor.

8. INSURANCE

Contractor is cautioned to assure that the total insurance requirements for this agreement are thoroughly reviewed, understood and met. Terrebonne Parish Consolidated Government (herein after referred to as Owner) will thoroughly review the complete insurance documentation submitted. Subcontractors must meet these requirements as well. Coverages cannot exclude services provided to Terrebonne Parish Consolidated Government.

8.1. Professional Liability Insurance. Contractor shall maintain professional liability coverage during the term of this agreement. The minimal acceptable limits shall be \$1,000,000 Per Loss; \$1,000,000 aggregate. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of this Agreement. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from Contractor's scope of work as described in this agreement and its amendments to the extent of the indemnities and liabilities accepted herein. This requirement shall extend to all professional subcontractors employed by Contractor.

8.2. General Liability Insurance. Contractor shall maintain general liability coverage during the term of this agreement. The minimum acceptable limits shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Each policy of insurance required by this clause shall contain an Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers, using form CG 20 10 Form B (edition 07 04) or approved equivalent to the extent of the indemnities and liabilities accepted herein; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

8.3. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation coverage during the term of this agreement. The limits of the Workers' Compensation coverage shall be the Louisiana statutory requirements; shall provide Other States coverage, if applicable; and include Employer's Liability coverage with minimum acceptable limits of \$1,000,000 Each Accident, \$1,000,000 by Disease – Each Employee, and \$1,000,000 by Disease – Policy limit. Contractor shall provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

8.4. Auto Liability Insurance. Contractor shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage. Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Non-owned Autos. If Contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is required to the extent of the indemnities and liabilities accepted herein; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is also required.

8.5. [Not used]

8.6. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

8.6.1. General Liability and Automobile Liability Coverage,

8.6.1.1. OWNER is to be added as "additional insureds" as respects liability obligations accepted by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to

OWNER. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

8.6.1.2. Any failure to comply with reporting provisions of the policy shall not affect liability provided to OWNER.

8.6.1.3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

8.6.2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against Owner for losses arising from work performed by the Contractor for Owner.

8.6.3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled without written notice to OWNER in accordance with the applicable policy's provisions.

8.7. Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers' compensation coverage only for those whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

8.8. Verification of Coverage. Contractor shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES. OWNER reserves the right to require complete, certified copies of all required insurance policies. Contractor shall provide the policy(ies) upon receipt from the insurance carrier(s).

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

8.10. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.11. No Waiver of Liability: Acceptance of evidence of the insurance requirements by Owner in no way relieves or decreases the liability of the Contractor for the performance of the Work under this Agreement. 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 this Agreement. The Contractor's coverage is to be primary for any and all claims and/or suits related to, or arising from, the Work to the extent of the indemnity and liability obligations accepted herein; and any insurance coverage maintained by Owner is to be deemed as excess of the Contractor's insurance coverage and shall not contribute with or to it in any way.

8.12. No Recourse Against Owner: The insurance companies issuing the policies shall have no recourse against 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.

8.13. The Owner's Liability Insurance: In addition to the insurance required to be provided by The Contractor above, Owner, at its option, may purchase and maintain at Owner's expense its own liability insurance as will protect Owner against claims which may arise from operations under this Agreement.

8A. Owner's Insurance

8A.1 Owner shall at Owner's own expense and for all relevant periods maintain broad form property insurance covering the Equipment at the replacement value identified in the Equipment Replacement Values table, which is available at <https://www.aggreko.com/en-us/terms-of-business> and is incorporated herein by reference (the "Replacement Value"). Owner shall cause its insurer to issue an endorsement identifying the insurance identified herein shall be primary to that of Contractor to the extent of Owner's obligations herein and that Owner and its insurer agree to waive their subrogation rights with respect thereto. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled without written notice to OWNER in accordance with the applicable policy's provisions. Owner shall cause Contractor and Contractor's vendor to be named as a Loss Payee. Failure to provide the requisite insurance shall not be deemed as a waiver of this provision.

9. INDEMNIFICATION

Contractor agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, for injury or death to any person, or for the damage, loss or destruction of any property directly arising out of any breach, or negligent 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 the Agreement herein entered into. Additionally, and as a result of any such claims, lawsuits and demands, Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, , even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses. Notwithstanding anything herein to the contrary, in the event a claim, loss, damage, expense and/or liability is asserted or incurred by Owner, its other contractors, or a third party which directly arises out of the fault or negligence of Owner or its other contractors, the liability and indemnification obligations herein shall be apportioned based on the relative fault or negligence of each party such that the liability and obligations of Contractor under this section, whether through breach of any term provision of this Agreement, or any negligent or willful act or omission, shall be limited to its relative degree of fault or negligence.

10. DEFAULT and REMEDIES

10.1. 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 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.

10.2. Disputes. If Owner is dissatisfied in any respect with Contractor's representation, Owner is encouraged to contact Contractor to discuss any concern so that it may be resolved quickly and satisfactorily. Likewise, if Contractor is dissatisfied in any way with Owner's audit of invoices and dispute of charges, Contractor is encouraged to contact Owner to discuss payment so that it may be resolved quickly and satisfactorily. The parties shall make Engineer aware of any dispute between the parties, and Engineer shall offer assistance in resolving disputes. In the event any disputes cannot be resolved, either party may enforce the provisions of this Agreement in accordance with the terms and conditions of this Agreement.

10.3. Governing Law and Claims or Controversies. The validity, interpretation, and performance of this agreement shall be controlled by and construed in accordance with the laws of the state of Louisiana. The venue of any suit filed in connection with any claim or controversy shall be the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

10.4. In the event it becomes necessary for Owner to engage the services of an attorney-at-law to enforce this agreement or protect the interest of Owner hereunder, Contractor shall pay reasonable attorney fees, costs and expenses.

11. NOTICES

11.1. 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. The parties agree to copy Engineer on all notices as follows:

11.1.1. Royal Engineers & Consultants/Del Sol
Mr. Terry Lopez
tlopez@delsol-consulting.com
101 Brookside Drive
Mandeville, LA 70471

11.1.2. GIS Engineering, LLC
Mr. Bill Blanchard
billb@gisy.com
197 Elysian Dr.
Houma, LA 70363

11.2. Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.

12. ADDITIONAL TERMS AND CONDITIONS

12.1. Verification of Employees Involved in Public Contract. The Contractor agrees to comply with the provisions of LA R.S. 38:2212.10 regarding verification of employees involved in public contracts, as evidenced by the affidavit attached hereto at Exhibit C, which is incorporated and made a part of this Contract.

12.2. Louisiana First Hiring Act. Contractor shall comply with Louisiana Revised Statute 39:2204 by submitting to the Louisiana Workforce Commission any information required by Subsection B of the statute.

12.3. The Contractor will supervise and direct all services. The Contractor is solely responsible for the means, methods, techniques, sequences, and procedures.

12.4. Contractor Personnel. The Contractor shall be required to deploy all personnel listed by name in the proposal on the day the contract commences or the target date for the task requiring that skill set. Any changes to assigned staff must be approved in writing by the Owner. Substitutions of all proposed personnel must be approved in advance by the Owner. Change of key personnel is grounds for termination for cause at the discretion of the Owner. Any substitute staff shall meet at least the minimum qualifications of the original proposal, if not the experience of the original staff resume in proposal.

12.5. Subcontracting. Contractor shall be fully responsible to Owner for the acts and omissions for its agents, officers, subcontractors, independent contractors, contractors, and any persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it. All subcontractors shall be bound by the terms and conditions of this Contract, including the applicable federal provisions contained herein. All contracts between Contractor and its subcontractors shall contain the Federal Clauses contained herein at Section 13 of this Contract to the extent that those Federal Clauses are applicable to those subcontractors and necessary for Owner to obtain reimbursement of subcontractors' services through FEMA. It is the obligation of the Contractor to ensure all required Federal Clauses are part of its subcontracts. Any conflict arising between the terms and agreement of the subcontract agreement and the terms and conditions of this Contract shall be resolved in favor of the terms and conditions of this Contract.

12.6. Nothing contained in this agreement shall create any contractual relationship between any subcontractor and Owner; however, Owner shall be deemed a third party beneficiary of any such contractual relationship. Contractor shall maintain a complete list of subcontractors and material suppliers, including names, addresses, phone numbers, and designated representatives assigned to this Agreement. A current list shall be provided to Owner in the event of a change, dismissal, or addition of any subcontractor.

12.7. The Contractor shall not use a subcontractor or material supplier to whom Owner has a reasonable objection. Contractor shall make all reasonable attempts to employ residents of Terrebonne Parish and subcontract with firms and/or companies domiciled or currently doing business within Terrebonne Parish. Any subcontractors used by the Contractor shall be identified to Terrebonne Parish.

12.8. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the services and endeavor to give the Contractor the same powers regarding terminating any subcontract that Owner may exercise over the Contractor under any provisions of this agreement.

12.9. 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

- 12.9.1. Withhold federal or state income taxes;
- 12.9.2. Withhold federal social security tax (FICA);
- 12.9.3. Pay federal or state unemployment taxes for the account of the Contractor; or
- 12.9.4. Pay workers' compensation premiums for coverage for Contractor.

12.10. No Assignment. No assignment of this Contract or any right occurring under this shall be made in whole or in part by either Party; 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 other Party. In the event of any assignment, the assignee shall assume the liability with the assigning Party who shall continue to remain liable for the faithful performance of the Contract.

12.11. 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.

12.12. Audit. It is hereby agreed that the State legislative auditor, federal auditors and internal auditors of Owner, or others so designated by 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.

12.13. 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.

12.14. No Waiver. The failure of either Party 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.

12.15. Warranties. Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its scope of work. Contractor further warrants SATISFACTORY RATED OPERATION OF THE EQUIPMENT. Contractor's liability under the equipment warranty is limited to repairing or replacing (at the cost and discretion of Contractor) any Equipment not performing according to rated operation. Contractor shall endeavor to make natural gas units available as replacements, but if they are not available, then Contractor reserves the right to provide power using alternative technologies and fuels or replace with different node sizes. If any alternative fuels are used, Owner shall be responsible for the fuel and related costs.

12.16. Code of Ethics. The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contractor in the performance of services called for in the Contract. The Contractor agrees to immediately notify Owner if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

12.17. Louisiana Public Records Act. This Contract, and the records and reports related to this Contract, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Contractor acknowledges that it is aware of and shall comply with all laws governing public records.

12.18. 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.

12.19. 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.

12.20. Force Majeure: Excluding any obligations to pay money owed under Agreement, if the performance by either party of any of its obligations shall in any way be prevented, interrupted or hindered as a consequence of an Act of God, war, civil disturbance, riot, strike, lockout, fire, earthquake, tropical weather, flooding, epidemic, pandemic or other natural calamities, legislation or restriction of any government or other authority, or any other circumstances beyond the reasonable control of such party (each a "Force Majeure Event"), the affected party's obligations shall be wholly or partially suspended during and to the extent of such prevention, interruption, or hindrance. Owner shall remain liable to Contractor for all costs related to the rates set forth in the Agreement: (i) incurred prior to commencement of Phase II, and (ii) a incurred after commencement of Phase II until the date of termination. For the avoidance of doubt, any inability to, or delay in, access to the job site, or inability to replace equipment, shall be deemed a Force Majeure event if due to any of the causes outlined above. Notwithstanding any provision to the contrary, Force Majeure shall not suspend the parties' rights to terminate this Agreement as provided herein. In the event of termination during or as a result of Force Majeure, termination shall be deemed for convenience, and all consequences for such termination herein shall apply.

12.21. Applicability of Terms & Conditions: This Agreement constitutes the entire agreement between Contractor and Owner, and supersedes any representations, warranties, or agreements (written or oral) heretofore made or entered into between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute one agreement.

12.22. Equipment Damages. Notwithstanding anything to the contrary contained herein, Owner shall be liable for loss, damage, theft, fire or destruction to any of Contractor's property, occurring after Equipment is delivered to Owner's site less normal wear and tear, provided such loss or damage is not the result of the negligence of Contractor, its subcontractors, or by their operation of the equipment while onsite. In the event of total loss to the Equipment for which Owner is responsible pursuant to the preceding sentence, Owner agrees to pay, within thirty (30) days from such loss or ten (10) days from receipt of payment from its insurance provider, whichever is later, the "Replacement Cost" of the Equipment, as identified on Contractor's most recent Schedule of Replacement Costs attached to this agreement at Exhibit D, at a straight line depreciation of ten percent (10%) per year, but in no event shall Owner pay Contractor less than fifty percent (50%) of the replacement cost thereof.

12.23. Limitations on Liability.

12.23.1. Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT IN NO WAY LIMITED TO LOSS OF USE, LOSS OF REVENUES, PROFITS OR ANTICIPATED PROFITS, LOST LABOR TIME, LOST OR SPOILED PRODUCT, DELAY, LIQUIDATED OR PUNITIVE DAMAGES.

12.23.2. Cap on Damages. CONTRACTOR'S LIABILITY AND INDEMNITY OBLIGATIONS, IF ANY, SHALL BE LIMITED TO AND SHALL IN NO EVENT EXCEED \$18,000,000 PER OCCURRENCE, WITH CONTRACTOR ENTITLED TO A CREDIT AGAINST THIS LIMITATION FOR ANY PROCEEDS PAID BY ITS INSURERS. THIS PROVISION SHALL ENURE TO THE BENEFIT OF ANY CONTRACTOR INSURER.

12.23.3. Fuel. Owner shall be responsible for the provision of natural gas for the Equipment at the specifications outlined in the Contractor's Proposal. Contractor shall not be liable for any downtime of the Equipment, and Owner shall be responsible for any damages to the Equipment, if caused by gas not meeting the outlined specifications.

13. FEDERAL PROVISIONS

Federal Reimbursement. OWNER may seek federal reimbursement for services under this agreement. FEMA requires this agreement to contain the applicable clauses described in Appendix II to the Uniform Rules under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. OWNER and Contractor agree to comply with the following federal provisions, where applicable:

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

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

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

13.2. Contract Work Hours and Safety Standards Act

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. Terrebonne Parish Consolidated Government (TPCG) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs

(1) through (4) of this section.

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

13.3. Clean Air Act and Federal Water Pollution Control Act

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

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

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

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

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

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

13.4. Debarment and Suspension

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

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

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

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

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

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any

other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

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

APPENDIX ‘A’, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

“The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Date

Name and Title of Contractor’s Authorized Official

13.6. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

13.7 Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

- (d) *Reporting requirement.*

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

13.8 Domestic Preferences for Procurements

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

For purposes of this clause:

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

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

14. SIGNATURES OF THE PARTIES

CONTRACTOR

THUS done and signed on this ____ day of _____ 2022 in the presence of the undersigned notary and competent witnesses in the city of _____, parish of _____, State of Louisiana after a thorough reading of the whole.

WITNESSES:

Aggreko, LLC

X: _____

BY: Donovan Driscoll

ITS: Sector Sales Leader

NOTARY PUBLIC

OWNER

THUS done and signed on this ____ day of September 2022 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:

OWNER:

X: _____

BY: GORDON E. DOVE
ITS: PARISH PRESIDENT
OR HIS DESIGNEE, MICHAEL C.
TOUPS, PARISH MANAGER

NOTARY PUBLIC

EXHIBIT A

CONTRACTOR BUSINESS RECORD

Neevia Document Converter Pro V6.5

EXHIBIT B
CONTRACTOR'S PROPOSAL

Neevia Document Converter Pro V6.5

EXHIBIT C

AFFIDAVIT OF VERIFICATION OF CITIZENSHIP

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

(name)

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

1. I am the _____ of _____, hereinafter,
“Company.”

(title)

(company)

2. I swear that Company is registered and participates in a status verification system to verify that all new employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

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

4. I acknowledge that Company shall require all its subcontractors to submit to Company a sworn affidavit verifying compliance with Paragraphs (2) and (3) of this Affidavit.

X: _____

Name: _____

Title: _____

Company: _____

Sworn to and subscribed before me at the city of _____, parish/county of _____, state of _____, on this _____ day of _____ 20____.

NOTARY PUBLIC

EXHIBIT D

SCHEDULE OF REPLACEMENT COSTS

Aggreko Generators	Age	Replacement Value 9/1/2022
XCES377137-5	1	\$1,057,500
XCES363137-5	1	\$1,057,500
XCES352137-5	1	\$1,057,500
XCES357137-5	1	\$1,057,500
XAZS123137-5	5+	\$587,500
XCES353137-5	1	\$1,057,500
XCES403137-5	0	\$1,175,000
XCES404137-5	0	\$1,175,000
XCES405137-5	0	\$1,175,000
XCES401137-5	0	\$1,175,000
XCES402137-5	0	\$1,175,000
XCES406137-5	0	\$1,175,000
XAZS646137-5	5+	\$587,500
XAZS471137-5	5+	\$587,500
XAZS761137-5	5+	\$587,500
XAZS943137-5	5+	\$587,500
XAZS140137-5	5+	\$587,500
XAZS622137-5	5+	\$587,500
XAZS823	5+	\$587,500
XAZS400137-5	5+	\$587,500
XAZS394137-5	5+	\$587,500
XAZS508137-5	5+	\$587,500
XAZS608	5+	\$587,500
XAZS402137-5	5+	\$587,500

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

The CONTRACTOR certifies, to the best of its knowledge and belief, that the CONTRACTOR and/or any of its Principals:

- (1) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) have not, within a 3-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- (3) are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above; and
- (4) has not, within a 3-year period preceding this certification, had one or more contracts terminated for default by any Federal agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Resolution of the Board of Managers of
Aggreko, LLC

August 31, 2022

The undersigned being the Vice President of Legal and Company Secretary of Aggreko, LLC, a Delaware limited liability company (the "Company"), hereby declares that when this consent or a counterpart hereof is executed the following resolution shall be consented to, approved or and adopted to the same extent and to have the same face and effect as if adopted at a meeting of the North American Executive Board duly called and held for the purpose of acting upon proposals to adopt such resolutions:

RESOLVED, Donovan Driscoll is hereby appointed and designated as agent and attorney-in-fact of the company with full power and authority to act on behalf of this company in executing that certain Professional Services Contract for Hurricane Ida-related Temporary Generator Power at Houma Power Generating Station, and any other documents, change orders, amendments, addenda necessary for the agreement, and under the terms and conditions, this company hereby ratifying, approving, confirming and accepting each and every such act performed by said agent and attorney-in-fact.

IN WITNESS WHEREOF, the undersigned, being a manager of the Company, having executed this consent as of the date first above written.



David A. Bouchner – Vice President Legal
& Company Secretary



aggreko

**Terrebonne Parish Generating Facility
Project
Del-Sol Engineering**

Proposed 20MW Installation at Houma Generating Station

Image Redacted
Proprietary Information

Summary of Project

Terrebonne Parish Consolidated Government is requesting 20MW of Generated Power at 34.5kV located at the Houma, LA Generating Facility. This generation plant will temporarily replace units 14, 15, and 16 at the Houma Generating station during re-construction. The generated power will be used to satisfy network power requirements as determined by the Midcontinent Independent System Operator (MISO) and will be offered as a commercial generation asset into the MISO Day-Ahead Energy and Operating Reserve Market. This generation plant is designed to be brought online by local Aggreko technicians within the 13-hour cold start/1-hour hot start notification period, handed over to MISO for remote MW and MVAR output control, then handed back to Aggreko for local shutdown. In the event of a Transmission system failure the temporary generation plant is designed to permit island operation to deliver power locally provided the distribution system can be safely energized.

Generation Plant – the temporary generation plant is designed to deliver 20MW with N+4 redundancy or 24MW continuous at 34.5kV to the TPCG connection point. Aggreko will install 24 x 1300kW natural gas generators, with accompanying transforming and distributing equipment. Aggreko will install a ground grid above-grade. Aggreko will tie into the existing natural gas supply line and build a gas manifold with a master cut-off valve to supply generation fuel. Aggreko will route power cable in cable trays and will trench for below-grade routing to not block road access to facilities.

Surface Preparation and Grading - Terrebonne parish has secured the services of a civil engineering contractor to prepare the installation site. Aggreko provided specifications to include in the scope of work documentation for that part of the project. Aggreko will add blocks at the base of the generators to provide access beneath units. In the event of an aggregate base foundation failure leading to equipment instability it will be the responsibility of TPCG to make repairs to the foundation

Natural Gas Fuel Source - Terrebonne Parish is providing access to natural gas onsite by allowing Aggreko to tap the pipeline that feeds the Houma Generating Station. Our gas piping partner will block off the feed pipe to the plant and install a ninety-degree elbow to feed the Aggreko generation plant. There will also be a main cut off valve installed to isolate the gas feed when the generators are not running. Aggreko has submitted a

drawing detailing our plan to connect to the main gas flow meter to read pressure and volume and report that data as part of the data visualization system. Terrebonne parish will be responsible for maintaining pressure and volume adequate to fuel the 1300kW generators. Maximum fuel consumption per unit is 14,196 SCF/HR and pressure required is between 15 and 125 PSI.

Back-Fed Power Provision from TPCG – Terrebonne Parish will provide electricity as a back feed to the temporary generation plant when the plant is not producing power. The power provided by TPCG will be metered by the parish Electrical Utility and costs reimbursed by FEMA/Insurance funds, this is not in Aggreko's scope of work.

Remote Control of Generator Output - The remote control and monitoring capability will be facilitated by a Remote Terminal Unit (RTU) provided by the Louisiana Energy and Power Authority (LEPA). Terrebonne Parish Consolidated Government has contracted with LEPA to act as the Load Balancing Authority (LBA) and the Load Serving Entity (LSE) with regard to Houma's capacity in the MISO Day-Ahead Auction. As the LBA for Houma, LEPA, in coordination with the MISO Balancing Authority, issues dispatch control instructions and monitors generation in real-time through its Energy Control Center. The RTU and its peripheral devices are the property of LEPA and within the scope of LEPA to maintain.

The Aggreko Engineering and Technical Services team has submitted a drawing to the project team detailing a proposed SCADA-based telemetry and controls system to interface with the LEPA-provided RTU to meet the requirements for MISO remote control of MW and MVAR output. With the goal of validating the generation plant for commercial offering into the MISO Day-Ahead Auction, LEPA has informally committed to facilitate discussions between Aggreko and their subject matter experts and technical support resources to scope, design, commission, and test the system.

Remote Telemetry Visualization – TPCG has requested that Aggreko deliver telemetry visualization for the temporary generation plant to the Houma Plant Control Room. Requested data is inclusive of MW, MVAR, Power Factor, Voltage, and Frequency. Aggreko has submitted a proposed plan for a system to deliver data visualization only, there will be no provision of generation control to the Houma Control Room.

RTU Housing Unit – Aggreko will provide a secure outbuilding to house the RTU and other datacom equipment.

On-Site Technical Support – Aggreko will support TPCG with on-site technicians during generator operation periods. Technicians will respond to MISO dispatch within the 13-hour cold/1-hour hot start notification period to get the generators online, synchronized and handed-off to MISO for remote operation. Aggreko technicians will remain onsite for the duration of operation and remain in communication with Houma Plant personnel to establish return to local control and shutdown. While not in operation the generators will be maintained on a pre-determined and communicated schedule to be established as part of site commissioning. In the event of a loss of Transmission power and disconnection from the MISO system the generators will be operated by Aggreko technicians in accordance with a plan to be established between Aggreko and the Terrebonne Parish Utility. Aggreko technicians are expected to seek shelter or evacuate during approaching inclement weather and return to site based on a Storm Safety Plan. This plan will be formalized with input from the Parish and Aggreko.

This project will be delivered in two phases, an Install/Commission/Test phase, and a Rental phase.

Phase descriptions are as follows:

Phase One - Installation Period

- Approximately 16 days beginning September 1, 2022, and ending September 17, 2022

Engineering including

- Design solution to meet requirements
- Plot Plans
- Single Line Diagrams
- Grounding Assessment
- Short circuit analysis
- Load flow analysis
- Protection device coordination
- Support meetings with P&C engineers.
- Provide breaker configuration
- Controls drawings
- Controls system design
- Remote data visualization system design

Project management

- Keep the project on target
- Management of change
- Point of contact for the customer
- Ensure a safe work environment
- Ensure reliable power
- Hosting Milestone Meetings
- Provide all necessary documentation
- Provide contact lists
- Documentation Support
- Provide design package

Mobilization & Demobilization

- Transportation, and placement of all equipment
- Provision for removal in the event of failure to successfully commission, or at the termination of the project.

Electrical installation

- All interconnected connections between Aggreko Equipment
- Grounding and Bonding cable
- Final termination to High Voltage Transmissions by Customer

Commissioning

- Testing of equipment
- Preparing check lists
- Starting of equipment
- Grounding and Bonding cable
- Installation and testing of RTU-connected remote control system
- Installation and testing of remote data visualization system
- Delivery and installation of RTU building
- Installation of communication cabling from RTU building to substation and RTU building to Control Room

Testing and Validation

- Aggreko Engineering and Technical teams will continue with the Plant Controls installation and testing after the main equipment installation is completed.

Phase Two - Rental Period

- To begin after the conclusion of Phase 1. Estimated start and end dates of September 18, 2022, and March 5, 2023, respectively.

Equipment Rental

- 24 x 1300kW natural gas generators and associated distribution and protective equipment
- Gas pipe manifold
- RTU Housing building

Operation

- Operator(s) – On site for start-up, handover, and shutdown
- Maintenance – as required and included in the monthly rate
- **Aggreko Remote Monitoring**

After- Action Report

- Provide run-time data
- Provide lesson learned
- Support customer with their post project analysis

Pricing:

Design, Mobilization, Install, and Demobilization Agreement:

Estimated One-Time Install Costs	\$2,228,027.34
INSTALL & DEMOB LINE COSTS	
Install Costs	
Install Freight	\$113,750.00
Load-In Rehire Equipment	\$140,101.00
Technical & Engineering Prof. Svcs.	\$343,600.00
- For Design and Testing	
Technicians for Install & Commissioning	\$282,240.00
Subcontractors Commissioning	\$13,344.04
High Voltage Technicians for Install	\$210,300.00
Technical & Engineering Travel	\$38,958.40
High Voltage Technician Travel	\$28,382.25
Total Installation	\$1,170,675.69
Demobilization Costs	
Demob Freight	\$113,750.00
Technicians for Decommissioning	\$117,600.00
Subcontractors Decommissioning	\$4,264.00
High Voltage Tech. Decommissioning	\$117,600.00
Technical & Engineering Travel	\$38,958.40
High Voltage Technician Travel	\$28,382.25
Total Demobilization	\$420,554.65
TOTAL INSTALL AND DEMOB	\$1,591,230.34

ONE TIME PARTS & SUPPLIES

Gas Manifold	\$93,600
Containment berms	\$1,950
Site Office Installation	\$3,770
SCADA System	\$162,500
Cable Tray	\$39,000
Blocks under generators	\$24,960
HV Cable	\$117,000
Control Cable	\$6,500
Consumables - Hydration supplies	\$0
Consumables - PPE	\$0
Spill Kits	\$2,340
Fire extinguishers	\$0
Ladders	\$0
Light fixtures	\$2,600
Trenching and underground conduit	\$2,600
Pressure regulator	\$9,859
4/0 Crimp style lugs - LV	\$39,000
Hydraulic Cable Crimper and dies	\$0
350KcMil Style Lugs	\$78
600A dead break elbow	\$2,080
Grounding material	\$19,500
Nuts, washers, and bolts	\$16,900
HV Terminations	\$78,000
60KW for Install	\$4,550
2500KW Load Bank for Install	\$10,010
TOTAL ONE TIME PARTS & SUPPLIES	\$636,797

Total Install, Demob and One-Time Costs
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\$2,228,027.34

Extended (Monthly billing cycle) Rental Period Agreement:**Monthly Equipment Fee****\$1,505,852.03****Aggreko Equipment****\$1,364,939.68**

24 Natural Gas Generators

Electrical Distribution equipment

Protection and Relay equipment

Additional equipment required for cable and data connection

Diesel Light Towers
Mobile Site Building - RTU Building
Environmental Fees
Aggreko Remote Monitoring
Monthly Service by Operating Hour

\$81,407.63
\$11,895.09
\$47,609.63

Total Calendar Month Equipment Fee*	\$1,505,852.03
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*Not including Aggreko Technician onsite during runtime

On-Site Service Technician **\$8,000 per operational day**

Exclusions, Clarifications, and Client Responsibilities

- Pricing is good for 15 days and must be requoted and updated
- Proposal assumes aggregate base will provide adequate ground support for Generators and Electrical Distribution
- All charges exclude all applicable taxes
- Aggreko standard fleet specification, layout, procedures, documentation, and testing
- This agreement will be subject to Aggreko standard Terms & Conditions until a definitive agreement is agreed upon and executed by the parties.
- This Proposal includes all charges currently identified to address the Project outlined herein and based on all drawings and plans submitted to date. Any future changes in scope, duration, or design that may arise for the Work are subject to review and may require additional Proposals or Change Orders for which Aggreko reserves the right to change pricing. Additionally, any such future changes are subject to availability and Aggreko approval.

Scope Matrix – Aggreko and TPCG

PROJECT SCOPE	AGGREKO	TPCG
Installation & 24/7 Tech on Site (start-up & during operation)	X	
Mobilization to Project Site	X	
Local Storage	X	
Labor to Install	X	
Transport to Site	X	
Maintenance	X	
Site Preparation		X
Installation, Grounding, Gas Manifold and Testing	X	
HV work	X	
Operations & Maintenance	X	
Site Security		X
Generation/Environmental Licenses/Other Approvals	X	
Permits for Transportation	X	
Fuel Management		X
Fuel Metering Reporting and Visualization	X	
Electrical Gear – Transformers – Breakers – Switchgear and Plant Controls X		
Remote Terminal Unit (RTU) and ISP Access X		
Consumables, if applicable	X	
Storage	X	
Safety Plan/Natural Disaster Contingencies	X	X
Spill Containment	X	
Testing of Equipment	X	
Perimeter Fencing		X