

CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this 22nd day of November, 2013, by Weeks Marine, Inc., hereinafter called the "Contractor", whose business address is 304 Gaille Drive, Innwoods Business Park, Covington, LA 70433, and the State of Louisiana Coastal Protection and Restoration Authority, herein represented by its Executive Director executing this contract, and hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:

Project No. BA-43 EB & BA-48
Project Name: Mississippi River Long Distance Sediment Pipeline and Bayou Dupont Marsh and Ridge Creation Project

in strict accordance with Contract Documents prepared by Owner.

It is recognized by the parties herein that said Contract Documents, including by way of example and not of limitation, the Plans, all Specifications (including General Provisions, Special Provisions, and Technical Specifications), any Addenda thereto, Instructions To Bidders, this Contract, Advertisement For Bids, Affidavit, Bid Form, Bonds (Bid, Performance, and Payment), any and all Submitted Post-Bid Documentation, Notice of Award, Notice to Proceed, Change Orders, Field Orders, and Claims, if any, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 619 consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of \$ 5,000 per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of Seventy-nine million, fourteen thousand, six hundred-one dollars and fifty cents (\$79,014,601.50) which sum represents the Contract Price.

Performance and Payment Bond: To these presents personally came and intervened Jordan C. Gilmartin, herein acting for Federal Insurance Company, a corporation organized and existing under the laws of the State of Indiana, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of Seventy-nine million, fourteen thousand, six hundred-one dollars and fifty cents (\$79,014,601.50). By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein,

including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, sex, religion, national origin, age, or disabilities. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in SEVEN (7) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

Dean Adams
Bence' McKee

Michael D. Ernst
Michael D. Ernst
Belinda Crawford
Belinda F. Crawford

Daniel Ramos
Daniel Ramos

CINDY LI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/12/2016 Li

STATE OF LOUISIANA
COASTAL PROTECTION AND
RESTORATION AUTHORITY

BY: Jerome Leringue
Jerome Leringue, Executive Director

Weeks Marine, Inc.

BY: J. Stephen Chatry
J. Stephen Chatry, Senior Vice President

SURETY: Federal Insurance Company

BY: Jordan C. Gilmartin
ATTORNEY IN FACT - Jordan C. Gilmartin

15 Mountain View Road

Warren, NJ 07059

ADDRESS

908-903-3493

TELEPHONE NUMBER