

# **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

## **Request for Statement of Qualifications**

### **Justice Complex**

### **Engineering and Architectural Services**

#### **INTRODUCTION**

The Parish is accepting Statement of Qualifications for engineering services to design a Justice Complex in accordance with federal disaster relief program requirements. The type of project(s) will include the design of a multistory facility on an existing urban lot with courts, a safe room, holding cells, parking, secure document storage, and ancillary space, and offices for Clerk of Court functions, law enforcement and attorneys. The TPCG through and ancillary space this RFQ will be identifying one or more engineering and architectural firms deemed eligible to perform work within Terrebonne Parish. The selected firm(s) will be assigned based on the strength of the firm's qualifications in design and construction of courthouses, safe rooms, and secure facilities.

#### **TYPE OF CONTRACT/AGREEMENT**

Terrebonne Parish Consolidated Government is requesting qualifications for a professional services contract. Although price is not a factor in the selection of the Engineering or Architectural Firm for purposes of this RFQ, Respondent is encouraged to provide its current rate sheet for services under separate cover only to be opened in the event the SOQ is selected. The selected Respondent will be required to negotiate for fair and reasonable compensation in accordance with 2 CFR 200.320 b, 2, iv. Negotiated rates shall be inclusive of all direct costs. Issuance of this RFQ in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the Parish's best interest. The Parish reserves the right to make a partial award and delete some services from the scope of work.

#### **PART ONE: SERVICES REQUIRED**

The Parish is soliciting qualification statements for engineering services to assist the Parish with preliminary engineering, permits, design engineering, and inspections/construction oversight of this project requiring the construction contractor to comply with federal requirements such as the Davis Bacon Act. A preliminary opinion of probable cost must be available within 30 days to negotiate fees and support an application for funding. The Respondent will be required to adhere to all applicable Federal grant requirements as outlined in relevant grant program guidance and

ensure the project is consistent with the program purposes and objectives and eligibility and project selection criteria listed therein. The contract may include:

- a. Designing a multiuse Justice Complex, inclusive of a demolition and site plan.
- b. Providing any drainage or traffic studies required by any funding source or permitting agency.
- c. Attend and lead discussions with each tenant anticipated to operate in the Justice Complex.
- d. Preparing the construction bid package in conformance with applicable federal requirements and supervising the bid advertisements, tabulation, and award process, including preparing the advertisement for bid solicitation, conducting the pre-bid meeting, bid opening, and issuing the notice to proceed.
- e. Conducting the preconstruction conference.
- f. Field staking, on-site supervising of construction and preparing inspection reports.
- g. Provide the construction management and oversight.
- h. Reviewing and approving all contractor requests for payment and submitting approved requests to the Parish.
- i. Providing reproducible record drawings to the Parish upon project completion.
- f. Conducting final inspection and testing.
- g. Appendix "A" 44 C.F.R. PART 18 – Certification regarding Lobbying should be signed, dated and submitted with this RFQ package
- h. Maintain insurance coverage specified on the attached schedule of insurance as otherwise may be required by TPCG (see Insurance Schedule – Part 6).
- i. Consultant will provide the appropriate level of environmental analysis is conducted as required by the various grant programs.

The Consultant will be required to provide supporting documentation (i.e., Scope of Work, budget, schedule, and other information required to complete a benefit cost analysis) to those performing grant application/management functions for the Parish, which may include other consultants.

## **PART TWO: SUBMITTALS**

All Statement of Qualifications will include a brief history of the respondent and a resume or *curricula vitae* of each key person in the firm who will be assigned to the project. It must also include a complete list of all federally funded disaster relief projects which the respondent has provided engineering services, including governing body, type of project, amount and program year; this list will be used for reference purposes. All references must indicate excellent program performance.

All qualification statements will be scored and ranked by the Parish, with the highest rated respondent being awarded a contract. The engineering/architectural firm must also be cleared by the State and provide documentation to verify that the firm is not debarred from participating in the federal disaster relief programs. All firms must show proof that the business is registered in the federal System for Award Management and in good standing. Any subcontractors who are proposed to be part of the project team must be clearly identified and the Respondent is to include a statement of the nature and the percentage of total work that is anticipated to be provided by the subcontractor. Respondent shall demonstrate that subcontractor(s) has a history of proven and measurable experience in the area of services. The Parish reserves the right to reject any and all statements. In the event of a tie, the respondent with the most experience with designs of courtrooms, offices, saferooms and parking options within the past four years will be selected to enter into contract negotiations. Unsuccessful respondents will be notified as soon as possible.

All questions/ inquiries concerning this advertisement shall be submitted in writing via email to **both:**

Jennifer Gerbasi at [jgerbasi@tpcg.org](mailto:jgerbasi@tpcg.org) and Craig Comeaux at [ccomeaux@bbecllc.com](mailto:ccomeaux@bbecllc.com).

All interested parties must submit: one (1) original (stamped "original") and four (4) copies of Qualifications along with one (1) electronic copy (USB flash drive only) in Portable Document Format (pdf). The flash drive becomes the property of the Parish. Qualifications must be received by November 8, 2022, at 2:00 pm, in order to be considered responsive. Qualifications submitted after this time will not be considered. Qualifications must be submitted in a sealed envelope and clearly marked on the outside of the envelope as "QUALIFICATIONS ENCLOSED FOR JUSTICE COMPLEX". Qualifications may be delivered by United States Postal Service registered or certified mail with a return receipt requested or hand delivered to:

Attn: Terrebonne Parish Consolidated Government  
Purchasing Department/City of Houma Service Complex  
301 Plant Road  
Houma, LA 70363

**PART THREE: SELECTION CRITERIA**

All responses to the Statement of Qualifications will be evaluated according to the following criteria and corresponding point system. Qualification statements will be evaluated on the basis of written materials. Sufficient information must be included in the proposals to assure that the correct number of points is assigned. Incomplete or incorrect information may result in a lower score.

**AWARD CRITERIA**

Terrebonne Parish Consolidated Government will award based upon the following items:

<u>Criteria</u>	<u>Maximum Score</u>
1. Qualification of Key Personnel	30
2. Background History and experience of assigned staff/firm on similar projects	30
3. Familiarity with the requirements, rules and regulations of federal disaster grant programs related to this type of project.	20
4. Available resources to complete the work in a timely manner	<u>20</u>
	100

**EXPENSES INCURRED IN PREPARING OFFERS:** Terrebonne Parish Consolidated Government accepts no responsibility for any expense incurred by the Respondent in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Submitter.

All the following must be reflected on the attached "Qualification Sheet" with a Statement of Qualifications attached.

TEREBONNE PARISH  
QUALIFICATION SHEET  
JUSTICE COMPLEX

1. Attach this sheet to your Statement of Qualifications, which should include the following:
  - a. Your company's past work on large independent or federal disaster relief related projects.
  - b. Your KEY staff qualified to handle this project.
  - c. Any current disaster relief contracts for which you are presently under contract.

The above qualifications are submitted by:

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE NAME (PRINT): \_\_\_\_\_

REPRESENTATIVE SIGNATURE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

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

## SUBMITTAL REQUIREMENTS LIST

Firms shall submit: one (1) original (stamped "original", four (4) copies of qualifications and one (1) electronic copy (USB flash drive) in pdf format and include the following:

	Qualification Sheet, Sheet 4 in RFQ to be signed and filled out
	Qualification of Staff
	Resumes for All Key Personnel
	Background History and experience of firm on similar projects
	Familiarity with the requirements, rules and regulations of federal disaster relief programs (inclusive of the Davis-Bacon Act)
	Complete list of all federal disaster relief projects which the respondent has provided engineering services, including governing body, type of project, amount, and program year
	Available resources to complete the work
	Appendix "A" 44 C.F.R. PART 18 – Certification regarding Lobbying should be signed, dated and submitted with this RFQ package
	Maintain insurance coverage specified on the attached schedule of insurance as otherwise may be required by TPCG (see Insurance Schedule – Section 6).

## **PART FOUR: FEMA COMPLIANCE AND OTHER FEDERAL REQUIREMENTS**

### **Section 1. Non-Discrimination.**

The parties to this Agreement shall comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA) and any other applicable federal or state laws regarding discrimination based on gender, race, national origin, age, religion, pregnancy status, military status, or persons with disability.

### **Section 2. Equal Opportunity Provisions.**

(a) During the performance of this Agreement, Consultant agrees to comply with Equal Opportunity laws as modified.

1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not to 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.
2. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Consultant will allow reasonable access to its books, records and accounts of the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.
4. In the event of Consultant's noncompliance with the Equal Opportunity Clause of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further Government contracts 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 the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
5. Consultant will include this Equal Opportunity Clause 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. Consultant 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 Consultant becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Certificate of Non-segregated Facilities. Consultant certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, Consultant agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Agreement.

**Section 3. Extension to Successors and Assigns.**

Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. Rights under this Agreement may not be assigned without mutual written consent of the parties.

**Section 4. Binding Agreement.**

This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed an original.

**Section 5. Governing Law.**

All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Louisiana and resolved in the 32<sup>nd</sup> Judicial District Court of Louisiana or applicable Federal Court of Louisiana. Consultant hereby consents to and waives any objection to venue and jurisdiction in such courts.

**Section 6. Severability.**

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.



**Section 7. Clean Air Act and Federal Water Pollution Control Act.**

Consultant shall comply with all applicable standards, orders or regulation issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671A) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**Section 8. Debarment and Suspension.**

Consultant shall be registered and maintain an active registration throughout the entire period of performance of this contract within the federal System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.

Sam.gov website is a national database for all recipients of federal funds. The website for SAM system is at [www.sam.gov](http://www.sam.gov). The Owner will verify contractor eligibility of award of contract.

**Section 9. Byrd Anti-Lobbying Amendment and Certification.**

Consultant must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. See attached Byrd Anti-Lobbying Amendment Certification – **Exhibit A**.

**Section 10. Procurement of Recovered Materials.**

Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Consultant shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Consultant shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Consultant determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

**Section 11. Contract Work Hours and Safety Standards Act.**

Consultant must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable

to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**Section 12. DHS Seal, Logo, and Flags.**

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

**Section 13. No Obligation by Federal Government.**

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

**Section 14. Program Fraud and False or Fraudulent Statements or Related Acts.**

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

**Section 15. Access to Records.**

The following access to records requirements apply to this Agreement:

- (a) The Consultant agrees to provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (d) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Section 16. Changes.**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or Company/Council/Cooperative agreement and/or this Agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or Agreement, and reasonable for the completion of project scope. All changes will be approved in writing by Company/Council/Cooperative prior to occurring or Consultant may not be paid for work performed.

**Section 17. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**Section 18. Termination for Cause.**

The Company/Council/Cooperative shall submit a written notice to the Consultant and surety (if applicable) which justifies placement of the Consultant in default if:

- (a) The work, duties, and services related to the Project and/or contemplated by the Agreement do not begin within the time specified in this Agreement.
- (b) The work, duties, and services, contemplated by the Agreement and/or Project is performed with insufficient workmen or employees; inadequate facilities; inadequate completion of services (including but not limited to reefer trucks, ice); and/or inadequate equipment or materials to assure satisfactory completion of the scope of Consultant's services. Any and all determinations of the sufficiency in this provision are at the Company/Council/Cooperative sole determination.
- (c) The Consultant provides unsuitable, neglected, or rejected work, and/or refuses to remove materials (determined at the Company/Council/Cooperative's sole determination).
- (d) The work and duties contemplated by the Agreement is discontinued by Consultant.
- (e) The work, duties, and services contemplated by the Agreement and/or Project are not completed within the specified amount of time in the Agreement, or as otherwise agreed to amongst the parties.
- (f) The work, duties, and services contemplated by the Agreement and/or Project is not resumed within a reasonable time after receiving a notice to continue by the Company/Council/Cooperative.
- (g) Consultant becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.
- (h) Consultant allows any final judgment to stand unsatisfied for a period for a period of ten (10) days.
- (i) Consultant makes an assignment for the benefit of creditors.
- (j) The work contemplated by the Agreement is not performed in an acceptable manner (as determined solely by Company/Council/Cooperative).

If problems or issues are discovered by Company/Council/Cooperative, the Company/Council/Cooperative may provide written notice to Consultant. In the event such written notice is provided, and Consultant or surety (if applicable) does not remedy all conditions cited in the written notice by Company/Council/Cooperative of a problem or issue within ten (10) days after receiving such a notice, the Consultant is placed into default. The Company/Council/Cooperative may obtain the necessary labor, services, materials, and

equipment (if necessary) from a third party. If the Company/Council/Cooperative enters into a new contract or agreement in order to complete the work, duties, and services that are the subject of this Agreement on behalf of Company/Council/Cooperative, any and all costs incurred by the Company/Council/Cooperative will be deducted from the payment due to the Consultant by Company/Council/Cooperative. If such expense exceeds the sum payable under the new contract/agreement, the Consultant and surety (if applicable) shall be completely liable to pay the Company/Council/Cooperative the difference. For avoidance of doubt, Consultant will be liable to make Company/Council/Cooperative whole for any costs incurred by Company/Council/Cooperative in the event Company/Council/Cooperative enters into a contract/agreement for the services (including new lodging accommodations) covered by the Agreement due to termination of this Agreement.

**Section 19. Termination for Convenience.**

Company/Council/Cooperative may, at any time, terminate this Agreement or any portion thereof, for Company/Council/Cooperative's convenience, upon providing twenty-four (24) hour advance written notice to the Consultant. In such case, Consultant shall be paid for all work completed through the date notice was provided (less payments already received). In no event shall the Consultant be entitled to payment of overhead and profit on work not performed.

**Section 20. Equal Employment Opportunity.**

During the performance of this contract, the Consultant agrees as follows:

- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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 Consultant 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.

- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) 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.

- (d) The Consultant 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 Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, 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 others.
- (g) In the event of the Consultant's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Consultant 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 by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Consultant will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H 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 Consultant will take such action with respect to any subcontract or purchase order as administering agency may be direct as a means of enforcing such provisions, including sanctions for noncompliance:



- c. The Consultant shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

**Section 22. Certification of Non-Segregated facilities.**

Consultant certifies that he/she/it does not maintain or provide for his/her/its establishments, and that he/she/it does not permit employees to perform their services at any location, under his/her/its control, where segregated facilities are maintained. He/she/it certifies further that he/she/it will not maintain or provide for employees any segregated facilities at any of his/her/its establishments, and he/she/it will not permit employees to perform their services at any location under his/her/its control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she/it further agrees that (except where he/she/it has obtained for specific time periods) he/she/it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she/it will retain such certifications in his/her/its files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**Section 23. Section 109 of the Housing and Community Development Act of 1974.**

The Consultant shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified

handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**Section 24. Section 3 of the Housing and Urban Development Act of 1968.**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- A. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- B. The Consultant agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- C. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- D. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.



- E. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- F. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Section 25. Section 503 of the Rehabilitation Act of 1973.**

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:
  - (1) Recruitment, advertising, and job application procedures;
  - (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (3) Rates of pay or any other form of compensation and changes in compensation;
  - (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (5) Leaves of absence, sick leave, or any other leave;
  - (6) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
  - (7) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(8) Activities sponsored by the Consultant including social or recreational programs; or

(9) Any other term, condition, or privilege of employment.

- B. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers, or access to computers, that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- E. The Consultant will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.
- F. The Consultant will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract

or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

- G. The contractor must, 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 and will not be discriminated against on the basis of disability.

**Section 26. Section 504 of the Rehabilitation Act of 1973, as amended.**

The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

**Section 27. Special Conditions Pertaining to Hazards, Safety Standards, and Accident Prevention.**

A. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Consultant and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives (Modify as required)

When the use of explosives is necessary for the prosecution of the work, the Consultant shall observe all local, state and federal laws in purchasing and handling explosives. The Consultant shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel or rope mats.

The Consultant shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Consultant or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Consultant shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or

warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Consultant fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Consultant. Such action by the Owner does not relieve the Consultant of any liability incurred under these specifications or contract.

**Section 28. Flood Disaster Protection.**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

**Section 29. Conflict of Interest.**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Consultant shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**Section 30. Executive Order 11246, as amended.**

During the performance of this contract, the Consultant agrees as follows:

- A. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.
- B. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause.

The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- C. Consultants shall incorporate foregoing requirements in all subcontracts.

### **Section 31. Patents.**

- A. The Consultant shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Consultant.
- C. If the Consultant uses any design device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. The Consultant and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**Section 32. Copyright.**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Consultant for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

**Section 33. Energy Efficiency.**

The Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**Section 34. Protection of Lives and Health.**

The Consultant shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Consultant shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

**Section 35. Breach of Contract Terms.**

Any violation or breach of terms of this contract on the part of the Consultant or the Consultant's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

**Section 36. Provisions Required by Law Deemed Inserted.**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**Section 37. Personnel.**

The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**Section 38. Anti-Kickback Rules.**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**Section 39. Interest of Consultant.**

The Consultant covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

**Section 40. Political Activity.**

The Consultant will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**Section 41. Compliance with the Office of Management and Budget**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, *"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"*, 2 CFR Part 200, as they relate to the use of Federal funds under this contract.

**Section 42. Discrimination Due to Beliefs.**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**Section 43. Confidential Findings.**

All reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the property of the Owner, and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

**Section 44. Contracting with Certain Firms.**

The Consultant will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists:
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources:
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**Section 45. Davis-Bacon Act.**

Consultant will fully comply with the Davis-Bacon Act, as amended, and any rules or regulations promulgated pursuant to the Act. Consultant shall maintain payroll records as needed to demonstrate compliance with the Act.

**Section 46. Appendix II to Part 200.**

2 C.F.R. Pt. 200, App. II is incorporated into this Agreement by reference. Consultant agrees to review and comply with all requirements set forth therein to the extent that any of the requirements set forth in Appendix II are not addressed by a specific provision in this Agreement.



**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: 1. 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. 2. 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. 3. 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. Code. 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 Firm's Authorized Official

\_\_\_\_\_  
Name and Title of Firm's Authorized Official

\_\_\_\_\_  
Date

## **PART FIVE: GENERAL CONSIDERATION**

### 5.1 Termination or Suspension

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the TPCG and all payments required to be made to the Project Manager have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the TPCG as a consequence of the failure of the Project Manager to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Project Manager.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. By the TPCG due to the departure for whatever reason of any principal member or members of the Project Manager's firm.
5. By satisfactory completion of all services and obligations described herein.
6. By the TPCG by giving thirty (30) days notice to the Project Manager in writing and paying fees due for completed work.

Upon completion/termination the Project Manager shall deliver to the TPCG all plans and records of the work compiled to the date of termination and the TPCG shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

Should the TPCG desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice given by the TPCG in writing to that effect, and the work may be reinstated and resumed in full force and effective upon receipt from the TPCG of thirty (30) days notice in writing to that effect. Payment for termination shall be in accordance with Paragraph 5.3.2.

### 5.2 Re-use of Documents

All documents including Drawings and Specifications prepared by Project Manager pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for re-use by TPCG or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Project Manager for the specific purpose intended will be at TPCG's sole risk and without liability or legal exposure to Project Manager; and TPCG shall indemnify and hold harmless Project Manager from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.

### 5.3 Controlling Law

It is agreed by and between all parties hereto that this agreement is to be governed,

construed and interpreted by and under the laws of the State of Louisiana and it is further agreed that all litigation concerning this contract shall be brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

#### 5.4 Successors and Assigns

5.4.1 TPCG and Project Manager each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

5.4.2 Neither TPCG or Project Manager shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Project Manager from employing such independent Project Managers, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder, at his own expense.

5.4.3 Nothing herein shall be construed to give away any rights or benefits hereunder to anyone other than TPCG and Project Manager.

#### 5.5 Public Liability

To the fullest extent permitted by law, Project Manager shall indemnify and hold harmless TPCG, and TPCG's elected or appointed officials, officers, directors, partners, agents, Project Managers, and employees from and against any and all claims, demands, costs, expenses, losses, and damages (including but not limited to all fees and charges of Project Managers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or related to the Project, provided that any such claim, demand, cost, loss, expense, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or loss of or destruction of tangible property, including the loss of use resulting there from, but only to the extent caused in whole or part by any negligent acts or omissions of the Project Manager or the Project Manager's officers, directors, partners, employees, Project Managers, or anyone directly or indirectly employed or contracted by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, expense, or demand is caused in part by a party indemnified hereunder. The Project Manager shall not be obligated to indemnify TPCG, or the TPCG's elected or appointed officials, officers, directors, partners, agents, Project Managers, and employees, from their own negligence. Such obligation shall not

be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.

#### 5.6 Claim for Liens

The Project Manager shall hold the TPCG harmless from any and all claims for liens of labor, services or material furnished to the Project Manager in connection with the performance of its obligations under this contract.

### PART SIX: INSURANCE

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

#### 6.1 Professional Liability Insurance

The Project Manager 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 the contract. 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 the Project Manager's scope of Work as described in the Contract and its amendments; and TPCG shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level. This requirement shall extend to all professional subcontractors employed by the prime Project Manager or surveyor. Project Manager shall provide certification of such insurance and a copy of the policy upon request.

#### 6.2 General Liability Insurance

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

#### 6.3 Workers Compensation Insurance

The Project Manager shall maintain Workers Compensation coverage during the term of

this agreement. The limits of the Workers Compensation coverage shall be the Louisiana statutory requirements; shall provide Other States coverage, if applicable; and include Employer's Liability coverage with minimum acceptable limits of \$1,000,000 Each Accident, \$1,000,000 by Disease – Each Employee, and \$1,000,000 by Disease – Policy limit. The Project Manager 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. Project Manager shall provide certification of such insurance and a copy of the policy upon request.

#### 6.4 Auto Liability Insurance

The Project Manager 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 Project Manager owns no vehicles, then a Hired and Non-owned Auto Liability policy is required. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is required; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is also required. Project Manager shall provide certification of such insurance and a copy of the policy upon request.

#### 6.5 Deductibles and Self-Insured Retentions

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO, AND APPROVED BY THE TPCG. Prior to entering into this agreement, and at the option of TPCG, either,

The TPCG shall accept and approve the deductible or self-insured retention.

The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TPCG.

The Project Manager shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

#### 6.6 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage
  - a. TPCG is to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Project Manager; products and completed operations of the Project Manager; premises owned, occupied or

used by the Project Manager. The coverage shall contain no special limitations on the scope of protection afforded to TPCG. The business auto policy under "Who is an insured" shall provide liability coverage in favor of TPCG. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

- b. Any failure to comply with reporting provisions of the policy shall not affect liability provided to TPCG.
  - c. The Project Manager'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.
2. **Workers' Compensation and Employer's Liability Coverage**  
The insurer shall agree to **waive all rights of subrogation against TPCG**, for losses arising from work performed by the Project Manager's for TPCG.
  3. **All Coverage**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TPCG.

#### 6.7 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 Project Manager's 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.

#### 6.8 Verification of Coverage

Project Manager shall furnish TPCG 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 TPCG BEFORE WORK COMMENCES. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### 6.9 Subcontractors

Project Manager 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.