



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
 DEPARTMENT OF PLANNING AND ZONING
 RECOVERY ASSISTANCE AND MITIGATION PLANNING DIVISION
 8026 MAIN STREET, SUITE 201
 HOUMA, LOUISIANA 70360
 (985) 873-6565



Small Purchase - Request for Cost Proposal NEPA Environmental Clearance Services

To: Interested Firms	From: Terrebonne Parish Consolidated Government
	Department of Planning and Zoning
	Recovery Assistance & Mitigation Planning Division
	8026 Main Street, Suite 201
	Houma, Louisiana 70360
	(985) 873-6565
	Email: jgerbasi@tpcg.org
Date: October 27, 2020	
<p>Deadline for Submission: If interested, please complete the information contained in this solicitation and submit your response by 2:00 p.m., Thursday, November 12, 2020. Questions regarding this solicitation are to be submitted no later than 3:00 p.m., Friday November 6th, 2020. The specific requested services and conditions for award of the contract are more fully detailed in Attachment A, (See Page 2). For additional information, please contact Jennifer Gerbasi at (985) 873-6565 or by email at: jgerbasi@tpcg.org. Persons requiring reasonable accommodation to participate in this procurement process are asked to contact Ms. Gerbasi at least ten (10) days prior to the deadline for submission to discuss their particular needs.</p>	
Is Vendor a Minority or Women-Owned Enterprise (Yes/No): _____	
Signature of Proposer:	
	Date
Printed Name: _____	Title
Telephone Number	Email Address

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ATTACHMENT A

Request for Cost Proposals
NEPA Environmental Clearance Services

Overview.

The Terrebonne Parish Buyout/Voluntary Homeowner Assistance Program is a grant program funded as part of Louisiana’s Strategic Adaptations for Future Environments (LA SAFE) Program and is a resilient housing program that seeks to relocate the few remaining homeowners still living outside of the “Morganza to the Gulf” structural risk reduction system. Funding for this grant program is provided by the Louisiana Office of Community Development-Disaster Recovery Unit (OCD-DRU) and the U. S. Department of Housing and Urban Development (HUD) under the National Disaster Resiliency Competition Program (NDRC).

In Terrebonne Parish, most permanent residents living outside of the “Morganza to the Gulf” system are located on Isle de Jean Charles. The State of Louisiana is in the process of resettling Isle de Jean Charles residents who would like to move to higher, safer ground. The Buyout/Voluntary Homeowner Assistance Program is designed to enhance the relocation efforts underway on Isle de Jean Charles by providing relocation grant assistance for the approximately twelve (12) permanent households outside of the “Morganza to the Gulf” who are not part of the Isle de Jean Charles Resettlement Program.

The Program is a **voluntary** buyout and relocation assistance program. Eligible property owners are not required to participate. Neither the State of Louisiana nor the Terrebonne Parish Consolidated Government (TPCG) will exercise its power of eminent domain to acquire properties using eminent domain, adjudication, or other involuntary acquisition processes as a function of the Program. Accordingly, the specific sites to be acquired/bought out have not been identified. It is, however, anticipated/estimated that some number up to twelve (12) permanent residential sites will be acquired. **It is important to emphasize, the Terrebonne Parish Consolidated Government does not guarantee a specific number of properties to be acquired. Each lump sum/unit price quoted must be a standalone quote for one (1) site.** After acquisition by the TPCG, the structures will be demolished, and the site cleared under the Program.

The Terrebonne Parish Consolidated Government is issuing this request for proposals to complete the needed environmental clearance services for the Program, as required under the National Environmental Protection Act (NEPA) and HUD regulations cited under 24 CFR Part 58.

Scope of Work.

The Parish Government intends to implement a tiered environmental review process. This process will consist of two (2) stages: Tier 1 which will involve a broad-level review followed by Tier 2, site-specific review.

- A. The Tier 1 review will involve a broad-level review identifying and evaluating the issues that can be fully addressed and resolved, as well as establishing the standards, constraints, and processes to be followed in the site-specific review (Tier 2).
- B. As individual sites are selected for review, the site-specific review (Tier 2) evaluates the remaining issues based on the policies established in the broad-level review. Together, the broad-level review (Tier 1) and the site-specific review will collectively comprise a complete environmental review addressing all required elements for each site to be acquired. This review will include all testing, lab work, and reporting required through the NEPA process, HUD, and or OCD.

Your firm is invited to submit its qualifications and lump sum fees for the completion of:

1. Tier 1 Environmental Review Services
2. Tier 2 (Site Specific) Environmental Review Services

Your response to this solicitation must demonstrate a working knowledge Tier 1 and Tier 2 reviews and the statutory checklist. This is best presented with a list of previous projects supporting the performance of these NEPA environmental reviews by the proposed staff.

- 24 CFR Part 58: Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities
- 24 CFR Part 51; Environmental
- 24 CFR Part 55; Floodplain Management
- 35 CFR Part 800; Protection of Historic Properties
- 40 CFR Parts 1500-1508; Council on Environmental Quality Implementation of NEPA Procedural Provisions

Because the requested NEPA environmental clearance services must be completed in accordance with 24 CFR Part 58, respondents are advised of the following:

1. All proposed fees are to be offered under the assumption that the environmental clearance effort will be under 24 CFR Part 58.36 requiring an Environmental Assessment; with ultimate issuance of Finding of No Significant Impact (FONSI) and combined Request for Release of Funds (RROF) and related assistance for securing Louisiana Office of Community Development (OCD) issuance of 7016.16—Authority to Use Grant Funds. Note that if the Statutory and Environmental Assessment checklists for some reason trigger a Finding of Significant Impact, the services of the agreement will be terminated, and a separate solicitation will be issued for any Environmental Impact type work.
2. The proposed fee shall include all reproduction, travel, postage, lab testing. etc.

3. The fee proposed for a Tier 2 analysis shall be to fully complete a review of each site to be acquired under the Program. All solicitations of views, checklists, notices, RROFs, letters, etc., shall be prepared by the selected firm. The Terrebonne Parish Consolidated Government will be responsible to submit notices for publication in local newspaper with coordination assistance provided by the selected firm.
4. The costs associated with publications of any notices shall be paid by the Terrebonne Parish Consolidated Government.
5. **Timeline for the Completion and Submission of Deliverables.** The selected firm will be required to adhere to the following time periods in the completion and submission of deliverables:
 - a. Tier 1 services and deliverables must be completed within one hundred and twenty (120) days from the date of the issuance of the notice to proceed though ninety is preferred.
 - b. Tier 2 services and deliverables must be completed within sixty (60) days of the date of assignment of a specific structure by the Parish.

Response to this solicitation must be received no later than **2:00 p.m., on Thursday, November 12th, 2020**. Electronic submissions, as well as hard copies will be accepted prior to the deadline, and should be directed to the following:

Hand Delivery:

Due to COVID, hand delivery must be made to the security at the Gabasse Street entrance of the building.

Ms. Jennifer Gerbasi
Terrebonne Parish Consolidated Government
Department of Planning and Zoning
Recovery Assistance and Mitigation Planning Division
8026 Main Street, Suite 201
Houma, Louisiana 70360

USPS Delivery:

Ms. Jennifer Gerbasi
Terrebonne Parish Consolidated Government
Department of Planning and Zoning
Recovery Assistance and Mitigation Planning Division
Post Office Box 2768
Houma, Louisiana 70361

Email Delivery:

Ms. Jennifer Gerbasi
Email Address: jgerbasi@tpcg.org

Telephone: (985) 873-6565

Required Contents of Submission.

The response must contain the following information and documentation:

1. Completed and signed Page 1 of this solicitation.
2. Lump sum price for completion of Tier 1 of the Environmental Review Record.
3. Lump Sum Price for completion of a Tier 2, site specific environmental review.
4. Evidence of experience of proposed staff in completing NEPA environmental clearance services in accordance with NEPA requirements for Housing and Urban Development (HUD) funded projects.
5. Certifications of inspectors for asbestos
6. Completed Attachment B, Response Form including a statement agreeing to the timeframes required for the work.
7. Completed Attachment C, Cost Proposals.
8. Agreement to the Insurance Requirements in Attachment F
9. References for past work with phone numbers and addresses

Selection Process

Responses will be evaluated and scored in accordance with the minimum qualifications. After evaluation of the submitted qualifications, cost proposals will be scored for cost.

Technical Factors – Minimum Qualifications

1. Past Successful Experience of assigned staff with Tier 1 Assessments
2. Past Successful Experience of assigned staff with Tier 2 Assessments
3. Proof of good standing within the System for Award Management (SAM)
4. All required local, state, or federal certifications of staff or partners for inspections and lab work

Total Cost Factors

The vendors meeting the minimum qualifications will advance for cost consideration. The lowest bid (Assuming one Tier 1 unit and one Tier 2 unit) will be awarded the project.

After evaluation, the Terrebonne Parish Consolidated Government reserves the right to award without delay or to rescind the RFP or reject all proposals without explanation or liability.

**Attachment B
Response Form**

1. Name of Responding Firm: _____
2. Legal Structure of Responding Firm (i.e., corporation, LLC, etc.) _____
3. DUNS Number: _____
4. Federal ID Number: _____
5. Length of Time in Business: _____
6. Company Assets
 - a. Number of Employees: _____
 - b. Names of Assigned Staff

 - c. Staff Certifications

7. Contact Information for the Person Authorized to Submit a Response:
Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Email Address: _____
8. Identify any Subconsultants that will work for the Respondent:
(If none, please print "None.")
Name of Firm: _____
Contact Person: _____
Mailing Address: _____

Telephone Number: _____
Email Address: _____
Description of Services to be Provided:

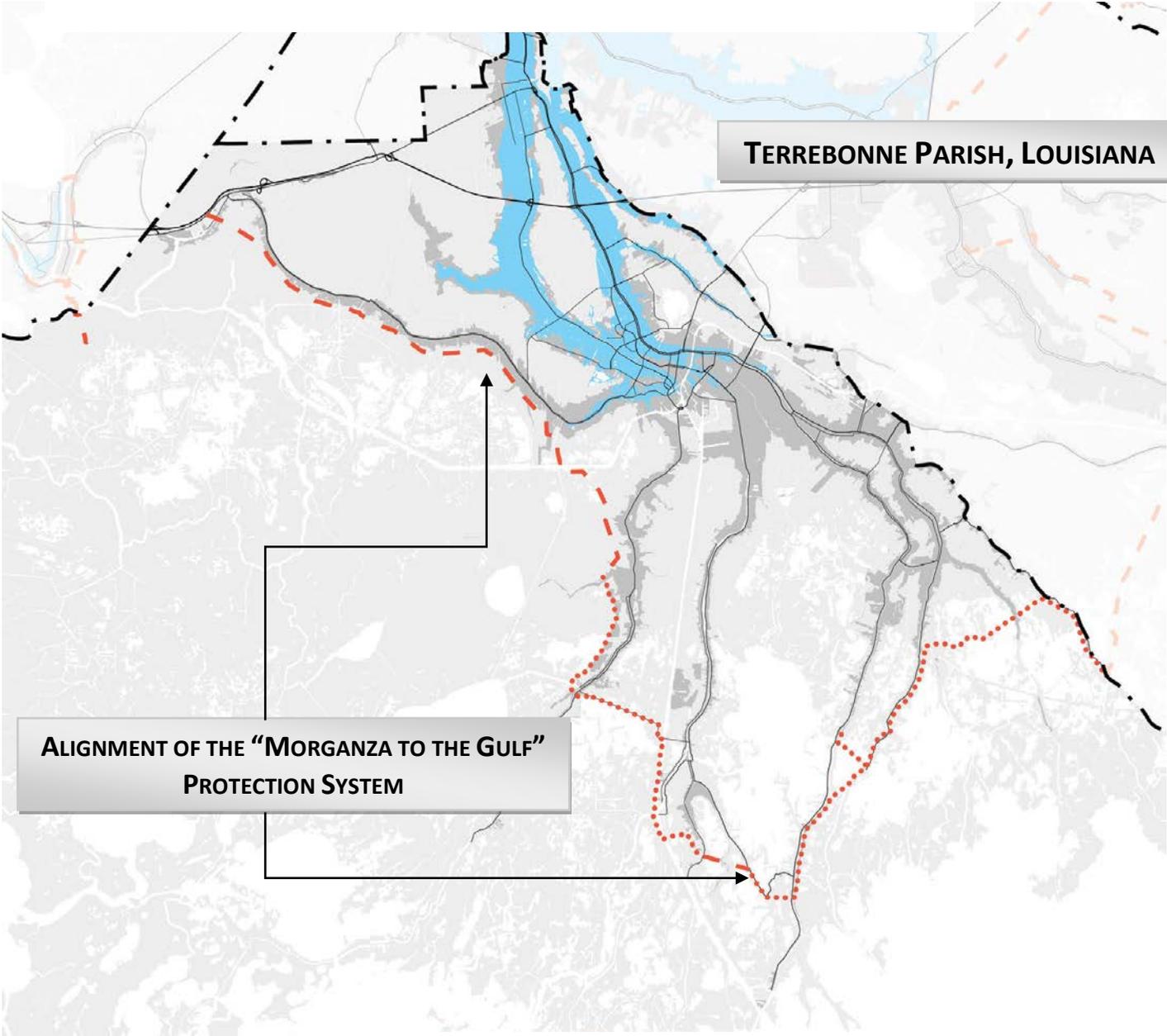
Attachment C/Cost Proposal

This Attachment C must be completed and submitted as part of the submission of your response to this solicitation.

NOTE: While the Parish estimates up to twelve (12) permanent residential sites will be acquired, it is important to emphasize, the Terrebonne Parish Consolidated Government does not guarantee a specific number of properties to be acquired. Each lump sum/unit price quoted must be a standalone quote for one (1) unit. Assume that each unit in Tier 2 will require asbestos testing.

TIER 1 ENVIRONMENTAL REVIEW SERVICES	
	TOTAL COST/TIER 1 SERVICES
TIER 2 ENVIRONMENTAL REVIEW SERVICES (QUOTE LUMP SUM COST PER SITE SPECIFIC REVIEW)	
	TOTAL COST/PER TIER 2 SITE SPECIFIC REVIEW

**Attachment D
Target Area Location Map**



**Attachment E
Required Contract Provisions**

Community Development Block Grant Program Disaster Recovery Rider

This Community Development Block Grant Program Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

For all procurement contracts and subrecipient agreements funded fully or in part by the Community Development Block Grant Disaster Recovery (“CDBG-DR”) Program by and between the Terrebonne Parish Consolidated Government, State of Louisiana, acting herein by Gordon Dove, Parish President, hereunto duly authorized, and [name consultant firm], a [type of business (partnership, corporation)] organized under the laws of the State of Louisiana, acting herein by [name], [Chief Executive Officer or appointed representative], hereunto duly authorized; this CDBG Rider will serve as a universal addendum to each of those contracts and/or agreements.

This Rider must be signed separately as a stand-alone document, and the terms and provisions outlined herein will be applicable to all contracts and agreements between [name of grantee], and [name consultant firm] in which CDBG-DR grant funds are a funding source.

FEDERAL REGISTER NOTICES

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR Funds for all associated grants are available on the HUD Web site at:

<https://www.hudexchange.info/programs/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices/>

**COMPLIANCE PROVISIONS FOR CDBG-DR RIDER FOR
PROFESSIONAL SERVICES CONTRACTS**

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(applicable to contracts and subcontracts above \$10,000)

During the performance of any contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.
- B. 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 without regard to race, color, religion, sex, or national origin.
- C. 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 by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor 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.
- E. The Contractor 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of any contract or with any of the said rules, regulations, or orders, that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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, as amended, 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 Department 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 Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**
(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her 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 further agrees that (except where he/she has obtained for specific time periods) he/she 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 will retain such certifications in his/her 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).

3. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor 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.

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under any 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.
- B. The parties to any 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 any contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor 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.
- D. The contractor 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.
- E. The contractor 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.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of any contract for default, and debarment or suspension from future HUD assisted contracts.
- G. 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 any 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).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
(applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor 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 Contractor'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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor 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 physically and mentally handicapped individuals.

F. The Contractor 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 Contractor 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.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor 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.

8. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

Any contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of the 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 the 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 any 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.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. 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 Contractor 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 any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of any contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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 Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Contractor 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 Contractor.
- C. If the Contractor 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 copy-righted 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 Contractor 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.

17. 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 Contractor for copyright purposes. Any such materials produced as a result of any contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate any contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under any contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate any contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the

Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor 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).

21. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in any contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of any contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of the contract or such other action that may be necessary to enforce the rights of the parties of the 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.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any 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.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor 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 Contractor 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 any Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under any 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 Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under the contract to insure 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.

28. ASSIGNABILITY

The Contractor shall not assign any interest in any Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor 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 Contractor further covenants that in the performance of any Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

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

31. 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, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under any contract.

32. 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.

33. CONFIDENTIAL FINDINGS

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

34. LOBBYING

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

35. AUTHORIZATION

This Agreement is authorized by the Terrebonne Parish Consolidated Government, Resolution No. _____, adopted on _____, copies of which are attached hereto and made a part hereof.

ATTEST:

Terrebonne Parish Consolidated Government

By: _____
Gordon E. Dove
Parish President

Date: _____

ATTEST:

Name of Consultant

By: _____
Printed Name: _____
Title: _____

Date: _____

Attachment F

TPCG INSURANCE REQUIREMENTS

Consultant shall secure and maintain at its expense such insurance that will protect it, and the TPCG, from claims under Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement, all as further set forth in this Article. Terrebonne Parish has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to Terrebonne Parish as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to Terrebonne Parish, Consultant shall promptly obtain a new policy, submit the same to Terrebonne Parish for approval and submit a certificate thereof as provided above.

Failure of Consultant to take out and/or to maintain insurance shall not relieve Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Consultant concerning indemnification.

1.1 Professional Liability Insurance. Consultant shall maintain professional liability coverage during the term of this agreement. The limits of this coverage shall be a minimum of \$1,000,000.00 per claim and \$2,000,000 annual aggregate. This requirement shall extend to all professional subcontractors employed by Consultant. Consultant shall provide certification of such insurance and a copy of the policy upon request.

1.2 General Liability Insurance. Consultant shall maintain general liability coverage during the terms of this agreement. The limit of this coverage shall be a minimum of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate. Consultant shall provide certification of such insurance and a copy of the policy upon request.

1.3 Workers' Compensation Insurance. Consultant shall maintain workers compensation coverage during the term of this agreement. The limits of workers compensation coverage shall be the Louisiana statutory minimum requirements. Consultant shall provide certification of such insurance and a copy of the policy upon request. An Employers Liability limit of \$1,000,000 shall be required if the work to be performed is over water or involves maritime exposure. TPCG shall be named as an "Alternate Employer" on Consultant's workers compensation policy.

1.4 Auto Liability Insurance. Consultant shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimum \$1,000,000.00, combined single limit per accident for owned, non-owned and hired vehicles. Consultant shall provide certification of such insurance and a copy of the policy upon request.

1.5 Deductibles and Self-insured Retentions. Consultant declares and TPCG approves Consultant deductibles or self-insured retentions not exceeding \$250,000 on Consultant policies as respects TPCG. Consultant shall not increase or eliminate such deductibles or self-insured retentions as respects TPCG without the prior written approval of TPCG.

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

1.6.1 General Liability and Automobile Liability Coverage

1.6.1.1 TPCG is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to TPCG.

1.6.1.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG.

1.6.1.3 Consultant'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.

1.6.1.4 The insurer shall agree to waive all rights of subrogation in favor of TPCG, for losses arising from work performed by Consultant for TPCG on both the Auto and General Liability policies.

1.6.2 Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation in favor of TPCG, for losses arising from work performed by Consultant for TPCG.

1.6.3 All Coverage

Each insurance policy required by this clause shall be endorsed to state that if coverage is canceled then the insurer will provide a thirty (30) days prior written notice by mail to TPCG. With regards to the general liability coverage and auto liability coverage TPCG shall be added as an additional insured to the policy and will have the same cancellation notification provisions as Consultant.

1.7 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 may be waived for workers' compensation coverage placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

1.8 Verification of Coverage. Consultant 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. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

1.9 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each sub. All coverage for subcontractors shall be subject to all of the requirements stated herein.

II. INDEMNIFICATION

Consultant 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, whether for breach of contract, private works claims, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, including claims which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Consultant, 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, Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses. Consultant shall not be responsible for the sole negligence of TPCG.

III. NOTICE

Any communications to be given here under by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

	President Terrebonne Parish Consolidated Government PO Box 2768 Houma, LA 70361
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Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.