



**DEPARTMENT OF PLANNING & ZONING**  
Terrebonne Parish Consolidated Government

**REQUEST FOR STATEMENT OF QUALIFICATIONS  
LAKE CHIEN LIVING SHORELINE  
PROFESSIONAL ENGINEERING SERVICES**

**INTRODUCTION**

Terrebonne Parish Consolidated Government has been awarded a \$5,100,000 grant from the National Fisheries and Wildlife Foundation for the purpose of constructing the Lake Chien Living Shoreline Project. The Parish is interested in procuring the services of an engineering design firm to (1) complete the engineering design/permitting; and (2) administer and implement the construction engineering/inspection of the project including resident services.

The Lake Chien Living Shoreline Project is a Resilient Infrastructure Project. The project site is located on the shoreline of Lake Chien just west of Point au Chenes, Louisiana and north of Lake Felicity and the Gulf of Mexico. The project proposes the hardening of the shoreline using Gabion mats or the equivalent to significantly reduce coastal erosion from storm surge protecting the pipeline infrastructure landward and the Morganza to the Gulf levee system (MTTG) beyond. These mats are designed to reduce wave action on the shoreline and provide habitat and protection for oyster spat and protect upland areas from storm surge. Similar projects have employed this type of installation to increase oyster residence which cements the shoreline protection and grows up with sea level rise over time. The permit has been issued by the Department of Natural Resources and the USACE concurrence is in process.

The successful respondent must demonstrate that the team assembled to respond to this solicitation has experience in the design and efficient implementation of shoreline projects with low environmental impacts in a dynamic coastal environment. The project has 95% plans and the scope of work will include the remainder of the basic services and additional services as needed. The successful respondent will coordinate with the Parish or Parish Agents to document the progress during construction for educational purposes.

Prime respondents shall be an engineering design firm appropriately registered with the Louisiana Professional Engineering and Land Surveying Board. It is anticipated that the design team may also include the services of professional land surveyors, bathymetric surveyors, geotechnical engineers, etc. If such professionals are not available in-house, their services shall be provided as subconsultants and identified in the response.

The **procedures for the selection** of the firm will be in accordance with the procurement requirements of the Terrebonne Parish Consolidated Government Procurement Policy . All responses received will be **evaluated** in accordance with the Evaluation Criteria and corresponding point system identified herein.

The Terrebonne Parish Consolidated Government will begin contract negotiations with the respondent obtaining the highest total score in the evaluation process. Fees will be on a lump sum, fixed price basis, with payment terms to be negotiated with the selected respondent. For those elements of work for which a defined scope is not able to be reasonably established, fees will be set on a maximum not to exceed hourly basis.

## **PART I. SCOPE OF SERVICES**

Terrebonne Parish Consolidated Government is soliciting qualification statements from engineering design firms to provide design and related services as described below:

1. Provide all necessary remaining engineering, design, topographic surveys, bathymetric surveys, right-of-way or servitude surveys, geotechnical investigations, and related services required for the preparation of construction documents including plans, specifications and cost estimates.
2. Submit plans and specifications to the Parish, and other the appropriate agencies, if applicable, for approval.
3. Revise and resubmit plans or reports to support ongoing and future grant applications.
4. In the event that acquisition of access servitudes are required to facilitate the project, prepare maps and legal descriptions of the servitudes to be secured.
5. Assist the administrative consultant with the construction bid package in conformance with applicable NFWF and FEMA Program requirements; supervising the bid advertising, tabulation, and award process; including preparing the advertisements for bid solicitation; conducting the bid opening; coordinating and compiling of contracts and bonds; and issuing the notice to proceed.
6. Assist in conducting the preconstruction conference.
7. Provide construction phase administration services.
8. Provide field staking, on-site observation of construction work, and preparation inspection reports.
9. Review and approve contractor requests for payment and submitting approved requests to Parish.
10. Prepare and submit all possible amendments for the various permits, to federal and state agencies, on an as-needed basis.
11. Conduct final inspection and reporting of completed work.
12. Submit certified as-built drawings to the Parish.
13. Initiate and coordinate project meetings as necessary to complete project successfully.
14. Assist with and facilitate Davis Bacon oversight and reporting.
15. Provide an existing conditions survey if required to support the procurement bid documents.

## **PART II. EXECUTION OF WORK**

Time is of the essence, in that other programs are interested in funding the Lake Chien Living Shoreline Project and the current funding has a period of performance ending September 2025 if no extension is granted.

1. Delivery of Construction Documents including final plans, specifications, bid documents and opinion of probable construction cost shall be within the shortest time reasonably possible but in no case later than two (2) months after a Notice to Proceed is issued for the remaining Basic Design services.

2. Failure to meet the timeframe for completion and submittal of final plans and specifications will result in a performance penalty/liquidated damages in the amount of \$350.00 per business day that the submittal is late.
3. Delivery schedules and deadlines for Additional Services shall be established during negotiation of the terms of the agreement.
4. Upon written request an extension may be granted for delays occasioned by events or circumstances beyond the firm's control or delays caused by tardy approvals of work in progress by various official agencies involved in the Program. It is expected that the successful respondent shall actively pursue the approvals through consistent documented outreach and interaction with any agencies from which approval is sought.

### **PART III. SUBMISSION REQUIREMENTS**

1. Responses must include the following:
  - A. Identification of all team member firms; a brief history of each firm; and a report of staff numbers and job classification categories of each firm.
  - B. List of representative shoreline storm surge protection or stabilization projects which the respondent or team member has provided engineering services, including the name and address of the owner, owner contact name, telephone number and email address the type of project, and the total amount of funding (past 10 years).
  - C. List of representative site development general site improvements of similar nature to that anticipated for shoreline type day to day usage which respondent has provided engineering services, including the name and address of the owner, owner contact name, telephone number and email address the type of project, and the total amount of funding (past 10 years)
  - D. List of NFWF, FEMA, or other federally funded projects which the respondent has provided engineering services, including the name and address of the grantee, grantee contact name telephone number and email address, the type of project, the total amount of funding, and the year of award (past 10 years).
  - E. A narrative to demonstrate capacity and methodology for design approach; assembly of appropriate team members for successful project delivery; timely completion of design and bidding documents, etc.
  - F. Proof of System of Award Management in good standing
2. Questions and responses are to be directed to:

Mr. Chris Pulaski  
Terrebonne Parish Consolidated Government  
8026 W. Main St, 2<sup>nd</sup> Floor  
Houma, LA 70360  
985-873-6565
3. **Five (5) copies** of the response to the solicitation, **along with a CD/flash drive containing an electronic copy**, must be submitted. Mailed submissions must be received by the Parish prior to the deadline for submission. Electronic copies sent via email will not be accepted.

4. Responses must be received no later than **2:00 p.m., June 2, 2025**.

5. Mark the outside of the envelope:

**"QUALIFICATIONS ENCLOSED FOR LAKE CHIEN LIVING SHORELINE"**

Also include the closing date/time in the lower-left corner of the envelope.

#### **PART IV. EVALUATION CRITERIA**

All responses to this "Request for Qualifications" issued under the Terrebonne Parish Consolidated Government Program will be evaluated according to the following evaluation criteria and rated in accordance with the corresponding point system. The responses will be initially evaluated on the basis of written materials.

Terrebonne Parish Consolidated Government reserves the right to implement a second-tier evaluation that may include the selection of finalists for interview. In the event the Parish opts to implement a second-tier evaluation process, the finalists selected for interview will be determined on the basis of the scores attained in the evaluation of the written responses. The award will be given to the most qualified offeror whose qualification statement (and interview, if needed) is deemed most advantageous to the Parish, all factors considered.

In the event of a tie, the firm with the most extensive experience with the type of project to be undertaken will be selected to enter into contract negotiation. Unsuccessful respondents will be notified within 10 working days of selection and award.

#### **Evaluation Criteria (100 Total Possible Points)**

- 1. Specialized Experience/Knowledge Assigned Professionals designing and implementing a shoreline surge protection system which reduces coastal erosion (past 10 years). 0-30 Points**  
**Considerations:**
  - Does the assigned team have experience with projects that address specialized elements of the Project, such as coastal dredging, construction with Gabion mats, experience in coastal areas subject to surge;
  - Depth of Skills; Is the experience of the firm team sufficient to meet the needs of the Project including Resident Services, Construction Management and Davis Bacon;
  - Listing of similar projects; or projects where similar concepts were considered and implemented;
  - Innovative concepts successfully used on other similar projects.
- 2. Specialized Experience/Knowledge and capacity of the Firm designing of associated site improvements; Shoreline protection to reduce coastal erosion (past 10 years). 0-20 Points**  
**Considerations:**
  - Does the firm have the experience with projects that address specialized elements of the Project, such as site improvements, shoreline hardening;
  - Does the firm have experience with aquatic environments and knowledge of local or similar environmental conditions;
  - Depth of Skills; Is the experience of the firm employee team responsive to management sufficient to meet the needs of the Project;
  - Listing of similar site development amenities and projects; Innovative concepts successfully used on other similar projects.
- 3. Experience of the Firm or Assigned Engineer with Federally Funded Construction Programs (past 10 years). (Identify FEMA, NOAA, or other federally funded projects, including the name and address of the grantee, grantee contact name, telephone number and email address, type of project, total amount of funding, and the year of award (last 10 years). 0-20 Points**

**Considerations:**

- Number & type of NFWF, FEMA/other federally funded projects

**4. Capacity for timely completion of work.**

**0-20 Points**

**Considerations:**

- Current inhouse staffing capacity of the firm v. subcontracted work;
- Current workload as compared to current staffing (firm and team members);
- Approach and methodology for completion of design within the two (2) month timeframe described;
- References attesting to timely work performance and completion under budget.
- Company assets to facilitate access to the site.
- Registered with System for Award Management (SAM) to avoid delays in contracting.

**5. Assigned staff and management within geographical proximity of the project site**

**0-10 Points**

**TOTAL POSSIBLE POINTS**

**100 Points**

Any person aggrieved by a proposed award has the right to submit a protest in writing, in accordance with the TPCG Protest Policy, to the Purchasing and Warehouse Manager, within Seventy-two (72) hours excluding Saturdays, Sundays and Legal Holidays of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

Terrebonne Parish Consolidated Government will provide a standard form agreement to the selected firm to initiate negotiations. Upon execution of the agreement, the official "Notice to Proceed" will be issued. The selected firm will have ten (10) working days to initiate work after the "Notice to Proceed" is issued.

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

TEREBONNE PARISH  
QUALIFICATION SHEET  
LAKE CHIEN LIVING SHORELINE PROJECT

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) USB, one (1) original and four (4) copies of their qualifications and include the following:

|  |  |
|--|--|
|  | Qualification Sheet, Page 6 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 and other federal funding sources like NOAA and NFWF (inclusive of the Davis-Bacon Act) |
|  | Complete list of all federal 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 7).                               |
|  | Appendix "B" Indemnification Agreement   |
|  | Proof of valid registration in the System of Award Management  |

## **PART V. FEMA COMPLIANCE AND OTHER FEDERAL REQUIREMENTS**

The selected engineering firm shall comply with the following requirements which shall be incorporated into the awarded contract:

### **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. (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 32nd 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: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

**Section 21. Notice of Requirement for Affirmative Action.**

- a) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- b) The goals and timetables for minority and female participation, expressed in percentage terms for the Consultant's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: 27.7%  
Goals for female participation: 6.9%

These goals are applicable to all the Consultant's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Consultant also is subject to the goals for both its federally involved and non-federally involved construction.

The Consultant's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Consultant shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Consultant to Consultant or from project to project for the sole purpose of meeting the Consultant's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

## MINORITY PARTICIPATION GOALS

- a) 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.
- b) 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 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.
- c) 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.
- d) 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.
- 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 licensee, 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 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 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 of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential, 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 VI. INSURANCE SCHEDULE AND TPCG REQUIREMENTS**

### TERREBONNE PARISH CONSOLIDATED GOVERNMENT

Professional Engineering or Architect Services  
WITH \$3,000,000 PROFESSIONAL LIABILITY LIMIT  
CONTRACT Insurance Specifications

PLEASE READ INSURANCE REQUIREMENTS CAREFULLY TO ENSURE ALL INSURANCE COSTS ARE INCLUDED IN BID.

#### **I. INSURANCE REQUIREMENTS:**

The engineer is cautioned to assure that the total insurance requirements for this contract are thoroughly reviewed, understood and met. Terrebonne parish consolidated government (herein after referred to as TPCG) will thoroughly review the complete insurance documentation submitted. Failure to comply with the terms and conditions may be grounds for rejection of and/or refusal to award a contract. Coverages cannot exclude services provided to Terrebonne Parish Consolidated Government.

##### **A. GENERAL:**

The following insurance requirements shall be provided and shall apply on a primary basis; any insurance carried by Owner shall be excess and not contributing insurance. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. Required primary limits may be reached with the addition of umbrella or excess liability policy limits, if applicable. Additionally, each line of insurance may have its own set of requirements that must be met. Where indicated "If applicable", coverage will be required if it is necessary for the ENGINEER to perform Work in an environment that requires that specific coverage. "CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE for auto liability, general liability, employers' liability, and umbrella liability, but are acceptable for professional liability, pollution liability and errors and omissions policies.

##### **B. INSURANCE:**

Insurance obtained and maintained in the name of the ENGINEER shall contain the following coverages and limits:

###### **1. Workers' Compensation:**

- a. State Act - Louisiana Statutory Requirements; provide Other States coverage, if applicable;
- b. Employers Liability with Minimum acceptable limits of: \$1,000,000/\$1,000,000/ \$1,000,000; and
- c. 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, volunteers, and any other entities who may require waivers by specific contract.

###### **2. General Liability:**

- a. Commercial General Liability Form CG 00 01 or pre-approved equivalent;

###### **3. Minimum acceptable limits of \$1,000,000 per occurrence; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate;**

- a. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and

- b. 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, volunteers, and any other entities who may require waivers by specific contract.

*Note: The general liability coverages shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for this Contract in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity that would normally be provided by the policy. General liability shall include coverage under damage to rented premises.*

4. Auto Liability:

- a. Minimal acceptable limit: \$1,000,000 Combined Single Limits;
- b. Liability coverage to be provided for Any Auto; OR for All Owned Autos and Hired and Non-owned Autos. If ENGINEER owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- d. 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, volunteers, and any other entities who may require waivers by specific contract.

5. Professional Liability:

- a. Minimal acceptable limits: \$3,000,000 Per Loss; \$3,000,000 aggregate;
- b. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract;
- c. 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, or the Contract ends or is terminated;
- d. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the ENGINEER's Scope of Work as described in the Contract and its amendments; and
- e. 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.

**II. GENERAL SPECIFICATIONS**

A. Engineer's Liability Insurance:

The ENGINEER shall purchase in its name, and maintain at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Contract. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the ENGINEER's performance and furnishing of the Work, whether it is performed by the ENGINEER, any subcontractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable, and shall name Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers as an additional insured thereunder. Additionally, the ENGINEER should be aware of and comply with any requirements of its own insurance policies.

If applicable, the ENGINEER shall require all subcontractors to maintain, in limits equal to or greater than ENGINEER's, the same insurance coverage for Work performed or materials provided for the Work. The ENGINEER shall insert this requirement in all contracts or agreements, with all entities and/or persons who perform any Work under this Contract. At no time shall the ENGINEER allow any subcontractors to perform Work without the required types and limits of insurance coverage.

B. General Requirements:

1. Qualifications of Insurers:

- a. All insurance coverages required for this Contract are to be purchased and maintained by the ENGINEER from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A- VI as of the most current edition of A.M. Best's Key Rating Guide. Any variance must be approved by TPCG.
- b. If the insurance company providing any insurance coverage furnished by the ENGINEER is declared bankrupt, becomes insolvent, has its right to do business in Louisiana terminated, or it ceases to meet the requirements of this Contract, the ENGINEER shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to TPCG. TPCG reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

2. Partnerships and Joint Ventures: If the ENGINEER is a partnership or Joint Venture, then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture, shall also be furnished.

3. Certificates of Insurance/Policies of Insurance:

- a. The ENGINEER shall deliver to TPCG certificates of insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the ENGINEER has purchased and shall maintain in accordance with this Contract. In order to avoid confusion and/or delays in the progress of the Contract it is mandatory that within ten (10) days after the notification of the award of the Contract, the ENGINEER shall furnish to TPCG the certificates of insurance as required in this Contract.
- b. TPCG may require that any impaired aggregate(s) be replenished in its favor prior to commencement of Work and/or during the progress of the Work.
- c. TPCG reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in contract cancellation or disqualification of bidder, if applicable. TPCG reserves the right to request certified copies of any policy(s) evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided to TPCG within ten (10) days of the written request.

4. Objection by TPCG: If TPCG has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the ENGINEER in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract requirements, TPCG shall notify the ENGINEER in writing within fifteen (15) days after receipt of the Certificates. The ENGINEER shall provide a written response to TPCG's objections within ten (10) days from the date of the letter request.

5. The ENGINEER's Failure: Upon failure of the ENGINEER or any of its subcontractors to purchase, furnish, deliver or maintain such insurance as required herein, at the election of TPCG, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the ENGINEER to purchase and maintain insurance shall not relieve the ENGINEER from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the ENGINEER concerning indemnification.
6. No waiver of liability: Acceptance of evidence of the insurance requirements by TPCG in no way relieves or decreases the liability of the ENGINEER for the performance of the Work under this Contract. Additionally, the ENGINEER is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the ENGINEER's limits of liability or which may be outside the coverage scope of the ENGINEER's insurance policies. The insurance requirements outlined in this Contract shall in no way be construed to limit or eliminate the liability of the ENGINEER that may arise from the performance of Work under this Contract. The ENGINEER's coverage is to be primary for any and all claims and/or suits related to, or arising from, the Work; and any of the insurance coverage(s) maintained by TPCG is/are to be deemed as excess of the ENGINEER's insurance coverage and shall not contribute with or to it in any way. The limits required herein are the minimum acceptable limits for this work. TPCG in no way affirms that this is an adequate level of insurance for its operations.
7. No Recourse Against TPCG: The insurance companies issuing the policies shall have no recourse against TPCG for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the ENGINEER.

**APPENDIX B, INDEMNIFICATION AGREEMENT**

The CONSULTANT agrees to defend, indemnify, save and hold harmless OWNER from and against any and all claims, demands expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any negligent act, error or omission of the CONSULTANT, its agents, servants and employees, and any and all costs, expense and/or attorney fees incurred by OWNER as a result of any such claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of OWNER.

Accepted \_\_\_\_\_

By: Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Date  
Accepted: \_\_\_\_\_

Certificate of Insurance attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Contract No. \_\_\_\_\_ for \_\_\_\_\_  
Parish President

Purpose of Contract

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