

PUBLIC NOTICE

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

**Request for Statement of Qualifications  
Engineering Services**

Terrebonne Parish Consolidated Government (TPCG, or the Parish) is accepting Statement of Qualifications for Engineering services to design the installation of a new waterline and roadway expansion. TPCG, through this RFQ will be identifying one engineering firm deemed eligible to perform work within Terrebonne Parish. The selected firm will be assigned based on the strength of the firm's qualifications in designing and overseeing the construction of waterworks systems in accordance with local waterworks standards, rules, and regulations as well as roadways in accordance with current Louisiana Department of Transportation and Development (LADOTD) standards, rules, and regulations.

All interested parties must submit one (1) original (stamped "original") and four (4) copies of Qualifications along with one (1) electronic copy (USB flash drive only) in Portable Document Format (pdf.). The flash drive becomes the property of the Parish. Qualifications must be received by April 24, 2025, at 2:00 pm in order to be considered responsive. Qualifications submitted after this time will not be considered.

Qualifications must be submitted in a sealed envelope and clearly marked on the outside of the envelope as "QUALIFICATIONS ENCLOSED FOR ENTERPRISE DRIVE-WESTSIDE BOULEVARD CORRIDOR EXPANSION". Qualifications may be delivered by United States Postal Service registered or certified mail with a return receipt requested or hand delivered to

Attn: Terrebonne Parish Consolidated Government  
Purchasing Division  
301 Plant Road  
Houma LA 70363

All questions/inquiries concerning this advertisement shall be submitted in writing via email to Madeleine Bodin at [mbodin@tpcg.org](mailto:mbodin@tpcg.org) and Sharon Ellis, Purchasing Manager at [sellis@tpcg.org](mailto:sellis@tpcg.org).

Advertise:  
March 25, 2025  
April 1, 2025

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

**Request for Statement of Qualifications**

**Enterprise Drive- Westside Boulevard Corridor Expansion**

**Engineering Services**

**INTRODUCTION**

Terrebonne Parish Consolidated Government (TPCG, or the Parish) is accepting Statement of Qualifications for Engineering services to design the installation of a new waterline and roadway expansion. TPCG through this RFQ will be identifying one engineering firm deemed eligible to perform work within Terrebonne Parish. The selected firm will be assigned based on the strength of the firm’s qualifications in designing and overseeing the construction of waterworks systems in accordance with local waterworks standards, rules, and regulations as well as roadways in accordance with current Louisiana Department of Transportation and Development (LADOTD) standards, rules, and regulations.

**TYPE OF CONTRACT/AGREEMENT**

Terrebonne Parish Consolidated Government is requesting qualifications for a professional services contract. Although price is not a factor in the selection of the Architectural/Engineering Firm for purposes of this RFQ, Respondent is encouraged to provide its current rate sheet for services. The selected Respondent will be required to negotiate for fair and reasonable compensation in accordance with the State of Louisiana Facility Planning & Control Schedule of Representative Fees. Negotiated rates shall be inclusive of all direct costs. Issuance of this RFQ in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all submitted proposals and/or cancel this announcement if it is determined to be in the Parish’s best interest. The Parish reserves the right to make a partial award and delete some services from the scope of work.

**CALENDAR OF EVENTS**

March 25, 2025	Advertisement of Request for Qualifications
March 25, 2025 <i>(Same Day as Advertisement release)</i>	Request for Qualifications released to potential respondents
April 11, 2025	Deadline for Respondents to submit written communications and/or inquiries
April 15, 2025	Release of addenda, if any, in response to written communications/inquiries
April 24, 2025	Deadline for RFQ Proposal Submittals
TBD	TPCG engages in RFQ selection process
TBD	Recommendation of selected Respondent(s) to TPCG for approval (notification of award)

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## **PART ONE: SERVICES REQUIRED**

The Parish is soliciting qualification statements for engineering services to assist the Parish with preliminary engineering, permits, design engineering, and inspections/construction oversight of this project in compliance with “U.S. Department of Commerce Economic Development Administration”.

- a. Designing for the following:  
Approximately 6,000 linear feet of 16-inch water line, 5,109 linear feet of 12-inch water line and 7,750 square yards of 8-inch concrete to replace a roadway section for the utility expansion as well as fire hydrants, fittings, valves, and sampling points.
- b. Preparing the construction bid package in conformance with applicable “U.S. Department of Commerce Economic Development Administration” requirements and supervising the bid advertisements, tabulation, and award process, including preparing the advertisement for bid solicitation, conducting the pre-bid meeting, bid opening, and issuing the notice to proceed.
- c. Conducting the preconstruction conference.
- d. Field staking, on-site supervision of construction and preparing inspection reports.
- e. Providing construction management and oversight.
- f. Reviewing and approving all contractor requests for payment and submitting approved requests to the Parish.
- g. Providing reproducible record drawings to the Parish upon project completion.
- h. Conducting final inspection and testing.
- i. Appendix “A” 44 C.F.R. PART 18 – Certification regarding Lobbying should be signed, dated and submitted with this RFQ package.
- j. Maintain insurance coverage specified on the attached schedule of insurance as otherwise may be required by TPCG (see Insurance Schedule – Section 7).

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## **PART TWO: SUBMITTALS**

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

All qualification statements will be scored and ranked by the Parish, with the highest rated respondent(s) being awarded a contract(s). The architectural/engineering firm must also be cleared by the State which will verify that the firm is not debarred from participating in the federal funding programs. Any subcontractors who are proposed to be part of the project team must be clearly identified and the Respondent

is to include a statement of the nature and the percentage of total work that is anticipated to be provided by the subcontractor. Respondent shall demonstrate that subcontractor(s) has a history of proven and measurable experience in the area of services. The Parish reserves the right to reject any and all statements. Unsuccessful respondent(s) will be notified as soon as possible.

### ***Interpretation or Correction***

TPCG is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this Request. Any required addendum to the RFQ and all clarifications, answers to questions, or changes to this RFQ shall be provided through a Parish-issued Addendum, which shall be posted to TPCG's website. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the Parish to any requirements, terms or conditions not stated herein.

The Parish shall make every possible, good faith effort to issue any and all addenda(s) no later than seven (7) days prior to the due date for proposals. Any addendum issued after that date shall be for material, necessary clarifications to the Request for Qualifications.

Any person, firm or corporation submitting a response is deemed to have read, understood, and agreed to all terms, conditions and requirements set forth in this RFQ. Respondent agrees to conform in general to the terms of this RFQ, details of which will be set forth in a signed agreement mutually acceptable to and executed by TPCG and the Respondent.

From the date of issuance until TPCG takes final agency action, the Respondent must not discuss their submittal or any part thereof with any employee, agent, or representative of TPCG except as expressly requested by TPCG in writing. Violation of this restriction will result in rejection of the Respondent's response.

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any TPCG employee. All inquiries, requests for clarification, change of condition or requirement, specification omissions, doubt as to meaning, or requests for additional information must be submitted, in writing, or via email. In the written request, the Respondent must identify him/herself and provide the page number, section, and paragraph of the conditions or requirements in question. The Respondent must also recommend specific written changes to the specified condition(s) or requirement(s). All written inquiries or requests for changes or information must be received by Sharon Ellis, Purchasing Manager, TPCG no later than the scheduled date shown in the Calendar of Events outlined in this document. All Respondent inquiries or requests, the TPCG responses to these inquiries or requests, and other needs as may apply will be provided to all prospective Respondents by addendum. All addenda issues by TPCG shall become a part of the RFQ.

All questions/ inquiries concerning this advertisement shall be submitted in writing via email to: Madeleine Bodin at [mbodin@tpcg.org](mailto:mbodin@tpcg.org), and Purchasing Manager Sharon Ellis [sellis@tpcg.org](mailto:sellis@tpcg.org).

All interested parties must submit: one (1) original (stamped "original") and five (5) copies of Qualifications along with one (1) electronic copy (USB flash drive only) in Portable Document Format (pdf). The flash drive becomes the property of the Parish. Qualifications must be received by **April 24, 2025**, at 2:00 pm, in order to be considered responsive. Qualifications submitted after this time will not be

considered. Qualifications must be submitted in a sealed envelope and clearly marked on the outside of the envelope as "QUALIFICATIONS ENCLOSED FOR ENTERPRISE DRIVE-WESTSIDE BOULEVARD CORRIDOR EXPANSION". Qualifications may be delivered by United States Postal Service registered or certified mail with a return receipt requested or hand delivered to:

Attn: Terrebonne Parish Consolidated Government  
 Purchasing Division  
 301 Plant Road  
 Houma, LA 70363

**PART THREE: SELECTION CRITERIA**

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

*AWARD CRITERIA*

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

Criteria	Maximum Score in points
Qualification of key personnel	35
Background history and experience of firm on similar projects	30
Familiarity with the requirements, rules, and regulations of federally funded programs	30
Available resources to complete the work in a timely manner	5
<b>Total Possible Points</b>	<b>100</b>

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

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

***TERREBONNE PARISH  
QUALIFICATION SHEET***

1. Attach this sheet to your Statement of Qualifications, which should include the following:
  - a. Your company's past work on large independent, economic development, waterline construction, or otherwise related projects.
  - b. Your **KEY** staff qualified to handle this project, their resume/cv, and brief role description.
  - c. Any current Economic Development Administration grants for which you are presently under contract.

The above qualifications are submitted by:

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

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

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

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

EMAIL ADDRESS: \_\_\_\_\_

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/CVs for All Key Personnel
	Background History and experience of firm on similar projects
	Familiarity with the requirements, rules and regulations of federal funding programs
	Complete list of all federally funded projects which the respondent has provided architectural/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).

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

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

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

### **Section 2. Use of EDA Logo.**

The contractor may use the EDA logo pursuant to the below terms and conditions for the following limited purposes: Press releases, social media posts, and websites that build awareness of this Award (note that some advertising and marketing activities are not allowable costs under federal awards as provided at 2 CFR 200.421); Work products and deliverables developed under this Award (e.g. tools, publications, resource guides, brochures, PowerPoint presentations, technical assistance materials); and Signage for construction projects funded under this Award and materials that promote the purpose or use of the construction project (e.g. fliers, pamphlets, brochures). Contractor may not use the EDA logo for other purposes, including lobbying or issue advocacy, endorsing a product or organization, or communications to elected officials or federal agencies. Contractor may not use the EDA logo in a negative or defamatory manner. Contractor must request and obtain EDA permission prior to certain uses of the EDA logo.

### **Section 3. 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 4. 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 5. Special Conditions Pertaining to Hazards, Safety Standards, and Accident Prevention.**

A. Lead-Based Paint Hazards

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821 et seq.). Use of lead-based paint in residential structures improved with Federal assistance is prohibited. The Consultant and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards.

B. Use of Explosives

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

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 6. 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 7. 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 8. Patents.**

- A. The Consultant shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Consultant.
- C. If the Consultant uses any design device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patented or 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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.

## STANDARD FEDERAL AWARD CONTRACTOR TERMS AND CONDITIONS

1. **Termination for Cause or Convenience; Suspension.** PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the PARISH shall give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect.

PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving seven (7) days written notice to CONTRACTOR.

Upon termination for cause or convenience, the CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of PARISH, as well as reasonable termination and demobilization costs.

Should the PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.

2. **Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the PARISH may in its sole discretion:
  - a. elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
  - b. hire another subconsultant to perform the work and deduct any additional costs incurred by PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
  - c. pursue and obtain any and all other available legal or equitable remedies.
3. **Equal Employment Opportunity.** During the performance of this 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, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 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 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 CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or

subdivision of such government which does not participate in work on or under the contract.

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

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

4. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5•, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of

Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the PARISH for review upon request.

5. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.
  - a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect

to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  - d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. 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 hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the

awarding agency.

7. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of **\$150,000.00** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
  - b. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the PARISH, and the appropriate Environmental Protection Agency Regional Office.
  - c. If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
8. **Clean Air Act.** Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).
- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - b. The Contractor agrees to report each violation to the non-federal entity and understands and agrees that the non-federal entity will, in turn, report each

violation as required.

- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance through this contract.
9. **Debarment & Suspension.** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

This certification is a material representation of fact relied upon by PARISH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

The CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

10. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file

the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

11. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
12. **Surveillance Services or Equipment.** A non-Federal entity and subrecipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and subrecipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua

Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

13. **Domestic Preferences for Procurement.** As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

**CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS**

FORM CD-512  
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

**CERTIFICATION REGARDING LOBBYING  
LOWER TIER COVERED TRANSACTIONS**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

**LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that 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 any agency, 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 occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

**Statement for Loan Guarantees and Loan Insurance**

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

In any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

ED24AUS0G0092

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

## INSURANCE SCHEDULE

### SECTION 7 -- GENERAL CONSIDERATION

#### 7.1 Termination or Suspension

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

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

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

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

#### 7.2 Re-use of Documents

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

#### 7.3 Controlling Law

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

#### 7.4 Successors and Assigns

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

Agreement.

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

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

#### 7.5 Public Liability

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

#### 7.6 Claim for Liens

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

#### 7.7 Professional Liability Insurance

The Project Manager shall maintain professional liability coverage during the term of this agreement. The minimal acceptable limits shall be \$1,000,000 Per Loss; \$2,000,000 aggregate. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the Project Manager's scope of Work as described in the Contract and its amendments; and TPCG shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to

an unacceptable level. This requirement shall extend to all professional subcontractors employed by the prime Project Manager or surveyor. Project Manager shall provide certification of such insurance and a copy of the policy upon request.

7.8 General Liability Insurance

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

7.9 Workers Compensation Insurance

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

7.10.1 Auto Liability Insurance

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

7.11 Deductibles and Self-Insured Retentions

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

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

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

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

7.12 Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverage
  - a. TPCG is to be added as “additional insureds” as respects liability arising out of activities performed by or on behalf of the Project Manager; products and completed operations of the Project Manager; premises owned, occupied or used by the Project Manager. The coverage shall contain no special limitations on the scope of protection afforded to TPCG. The business auto policy under “Who is an insured” shall provide liability coverage in favor of TPCG. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.
  - b. Any failure to comply with reporting provisions of the policy shall not affect liability provided to TPCG.
  - c. The Project Manager’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.
2. Workers’ Compensation and Employer’s Liability Coverage  
The insurer shall agree to **waive all rights of subrogation against TPCG**, for losses arising from work performed by the Project Manager’s for TPCG.
3. All Coverage

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

7.13 Acceptability of Insurers

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

7.14 Verification of Coverage

Project Manager shall furnish TPCG with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY TPCG BEFORE WORK COMMENCES.** TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.15 Subcontractors

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

**SPECIFIC AWARD CONDITIONS U.S. DEPARTMENT OF COMMERCE**  
**Economic Development Administration (EDA)**

**DISASTER CONSTRUCTION PROJECTS:** Economic Adjustment Assistance Program as authorized by Sections 209 and 703 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. §3121 et seq.) (PWEDA)

<b>Project Title:</b> Enterprise Drive & Westside Boulevard Corridor Infrastructure Expansion	
<b>Recipients Name:</b> Terrebonne Parish Consolidated Government	<b>Project Number:</b> ED24AUS0G0092

**1. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS:** Along with other controlling law, this Award is governed by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as set forth in 2 C.F.R. part 200.

**2. SCOPE OF WORK:** This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work* (Attachment 1). All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work memorialized in writing through execution of an amendment to the Notice of Award.

**3. PROJECT CONTACT INFORMATION:** Recipient agrees to notify EDA promptly of any changes to Recipient's contact information as specified in the Notice of Award.

**4. ADDITIONAL INCLUDED DOCUMENTS:**

In addition to the regulations, documents, or authorities incorporated by reference in the Notice of Award, the following additional documents incorporated by reference into this award:

- i. EDA Standard Terms and Conditions for Construction Projects (March 22, 2021)
  - ii. The Recipient's application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation
  - iii. Authorized Scope of Work (Attachment 1)
- Should there be a discrepancy among these documents, the Specific Award Conditions, including any attachments, shall control.

**5. MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. (See 13 C.F.R. § 300.3) The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, as stated on the Notice of Award, whichever is less. By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project and will be available as needed for the project.

**6. FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the lesser of the EDA grant amount or the EDA share of total allowable project costs (as stated on the Notice of Award or the most recent Amendment).

**7. PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

Item	Due Date
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Return of executed Notice of Award	No later than 30 calendar days after receipt of Notice of Award/Amendment
Start of Construction	No later than 24 Months from Date of Award
Construction Completed	No later than 60 Months from Date of Award
Authorized Award End Date	60 Months From Date of Award

Project Closeout – All Project closeout documents, including final financial reports (Form SF-425 or any successor form) and any required program reports, shall be submitted to EDA not more than 120 calendar days after the date the Recipient accepts the completed project from the contractor(s) unless an extension is granted in writing by the Project Officer.

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the Project Development Time Schedule may result in EDA's taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.339 through 200.343, as applicable.

**8. CONSTRUCTION COMPLETION:** In keeping with prudent grants management policy, EDA construction projects must be completed within five (5) years from the date of Award. If construction is not completed by this date and the Grants Officer determines, after consultation with the Grant Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously, the grant may be terminated. Extensions beyond the five-year project period are exceedingly rare and can only be authorized by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule.

**9. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:**

**A. AWARD DISBURSEMENTS: Reimbursement basis only:** EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs incurred, after all preconditions set forth in these Specific Award Conditions have been met. The "Request for Reimbursement" (Form SF-271 or any successor form) is used to request a disbursement, which must be approved in writing by the Project Officer.

Prior to the initial disbursement, Recipients must complete the attached Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form." The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award. Instructions for submitting the form will be provided during the project kick-off conference.

**B. REPORTS:**

*a. Project Progress Reports:* The Recipient shall submit project progress reports to the Project Officer on a quarterly basis for the periods ending **December 31, March 31, June 30, and September 30**, or any portion thereof until the final disbursement is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than 1 month following the end of the quarterly period.

*b. Financial Reports:* Financial Status Reports (Form SF-425) must be submitted on a semi-annual basis via EDA's Grants Management Portal for the periods ending **March 31 and September 30**, or any portion thereof, for the period of performance set forth in the Notice of Award or as later memorialized through a mutually agreed-upon Amendment to the Award. Form SF-425 (and instructions for completing this form) is available at: <https://www.grants.gov/forms/post-award-reporting-forms.html>. Reports are due no later than 30 calendar days following the end of the reporting period.

A final Form SF-425 must be submitted no more than 120 calendar days after the date the Recipient accepts

the completed project from the contractor(s) unless an extension is granted in writing by the project officer. Final Financial reports should follow the guidance outlined by the form instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period, and that all matching and program income (if applicable) is fully reported. Final grant rate and determinations of final balances owed to the government will be determined by the information on the final Form SF-425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

**10. ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Notice of Award, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200, and the Authorized Budget. Except as otherwise expressly provided for within these Specific Award Conditions, the federal share of the allowable costs will be based on the Investment Rate for the Award, as established on the Notice of Award or any subsequent Amendment. In the event of an underrun in total allowable costs for this project, the federal share of allowable costs will be determined by the Investment Rate. The federal share of total allowable costs may not exceed the dollar amount specified on the original Award or any subsequent amendments.

**11. REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** If the Recipient needs to return money to EDA, it may use one of the following two methods:

- i. The first is the pay.gov website, which allows the Recipient to pay EDA online. The Recipient will have the option to make a one-time payment or to set up an account to make regular payments.
- ii. The second is paper check conversion. All checks must be made payable to "Department of Commerce, Economic Development Administration" and include the award number and a description of no more than two words identifying the reason for the payment. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, who processes EDA's accounting functions at the following address:

NOAA OCFO Attn: Finance Office, Travel Dept.  
1315 East West Highway, SSMC3 Silver Spring, MD 20910

When funds are remitted to EDA by check, the check will be converted into an electronic funds transfer (EFT) by using the account information on the check to debit the payor's account electronically. The debit from the payor's account will usually occur within 24 hours. If the EFT cannot be completed because of insufficient funds, EDA will charge a one-time fee of \$25.00, which will be collected by EFT.

**12. GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in 41 C.F.R. § 60-4 establishes goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4. The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: 6.9 percent.

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Specific Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the "*Standard Federal Equal Employment Opportunity Construction Contract Specifications*" (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less

than those published pursuant to 41 C.F.R. § 60-4.6.

**13. PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leverage three (3), six (6), and nine (9) years after an EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit this required report can adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. Recipients should ensure adequate and sufficient records are kept to support the methodology for computing initial job creation/retention and private investment estimates and all subsequent actual performance data, and must make this information available at EDA's request, including in the event of an audit or performance site visit.

**14. NONRELOCATION:** By accepting this Award, the Recipient(s) attests that the EDA funded project will not be used to induce the relocation or the movement of existing jobs from one Region to another Region by a primary beneficiary of the Award. (See 13 C.F.R. § 300.3) In the event that EDA determines that its assistance was used for such relocation purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements and termination of the award for convenience or cause, and disallowance of any costs attributable, directly or indirectly, to the relocation.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project assisted by EDA. EDA considers an employer to be a "primary beneficiary" if, in seeking EDA assistance, the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application for EDA assistance. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more jobs permanent jobs so identified.

**15. PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317-200.327.

**16. ARCHITECT/ENGINEER AGREEMENT:** Prior to initial disbursement of funds by EDA the Recipient must submit to the EDA for approval, an Architect/Engineer Agreement that meets the requirements in the EDA's "Summary of EDA Construction Standards," the competitive procurement standards of 2 C.F.R. part 200, and EDA Regulations in 13 CFR Chapter III, as applicable. The fee for basic Architect/Engineer Services will be a lump sum or an agreed maximum, and no part of the fees for other services will be based on a cost-plus-a-percentage-of-cost or a cost using a multiplier.

**17. USEFUL LIFE:** The useful life of this project is hereby determined to be 20 years from the date of this Award.

**18. GRANT ADMINISTRATION PLAN:** Within sixty (60) days of accepting the EDA Financial Assistance Award, the Recipient shall provide to the Regional Office a Grant Administration Plan which outlines how the Recipient will administer the EDA Award. The Plan must include the following information.

- a. Names, addresses, phone and facsimile numbers and email addresses for all personnel responsible for all

activities pertaining to the EDA Award. These activities include, but are not limited to, compliance with grant conditions, processing payment requests to EDA, engineering activities such as design, inspection, and legal services.

b. Proposed detailed project implementation schedule. The schedule shall contain as a minimum, the following milestones:

- Request for Proposals for Engineering Services
- Award of Engineering Contract
- Start of Design Activities
- Completion of Final Plans and Specifications
- Date all Permits will be obtained
- Advertisement for Bids
- Bid Opening
- Construction Contract Award
- Pre-Construction Conference
- Issuance of Notice-to-Proceed
- Substantial Completion Date
- Final Completion Date/Acceptance by Owner

c. Project Financial Plan: EDA funds will not be disbursed until all special award terms and conditions to the EDA Award are satisfied and all construction contracts are awarded. The plan must address how expenses will be paid prior to the disbursement of funds by EDA. The plan should explain who will be responsible for preparing payments requests to EDA.

**19. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT:** Prior to EDA's approval of bid documents for construction, the Recipient shall provide documentation satisfactory to EDA that the National Pollutant Discharge Elimination System permit has been obtained or that the bid documents include language requiring the contractor to obtain the permit prior to the start of construction. If the contractor obtains the permit, then prior to initial disbursement of any construction costs, the Recipient shall provide EDA with satisfactory documentation that the permit has been obtained.

**20. PROJECTS WITHIN STATE ROAD RIGHT-OF-WAY:** Recipients confirm and agree that (a) Recipients are committed during the Estimated Useful Life of the Project to operate, maintain and repair all improvements for the project consistent with this Award, and (b) if at any time during the Estimated Useful Life of the Project any or all of the improvements in the project within public highway(s) are relocated for any reason pursuant to requirements of the owner of the public highway, the Recipients shall be responsible for accomplishing the relocation, including as necessary expending the Recipients' own funds, so that the Project continues as authorized by this Award. Prior to soliciting bids for the improvements to be constructed with funds from this Award, Recipients shall submit to EDA all written authorization(s) (i.e. State permits) necessary for the Project to be constructed within the public highway. ~~The authorization(s) shall have no time limits that restrict the use of the public highway for the Project during the Estimated Useful Life of the Project. It is determined and agreed that the Estimated Useful Life of this Project is 20 years.~~

**21. WASTE, FRAUD AND ABUSE:** Consistent with 2 C.F.R. part 200, at EDA's direction, at any time(s) during the estimated useful life of the Project, Recipient's key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors, or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training.

Within 60 days of the date of Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient. Further, Recipient will monitor award activities for common fraud schemes (hereinafter "Fraud Schemes"), such as but not limited to: - false claims for materials and labor, - bribes related to the acquisition of materials and labor, - product substitution, - mismarking or mislabeling on products and materials, and - time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

**22. LEAD RECIPIENT DESIGNATION AND OBLIGATIONS:** This Award is made to multiple Recipients as identified on the Notice of Award (NoA). EDA has requested that one of the Recipients be designated as the Lead Recipient to facilitate the administration of this Award. The Recipient named first on the NoA agrees to be designated as Lead Recipient. The Co-Recipients acknowledge, agree with and consent to this designation. The Recipients agree that all funds available pursuant to this Award shall be solely disbursed by EDA to the Lead Recipient. The Lead Recipient agrees to be solely responsible for the further disbursement of all such funds received from EDA pursuant to this Award strictly in accordance with the Authorized Budget that is part of this Award and all applicable requirements of EDA as identified and set forth within the Award documents. The Lead Recipient further agrees to be solely responsible for collecting all data and information, including but not limited to coordinating the collection of any and all data and information from other Co-Recipients, and preparing all reports required to be submitted to EDA pursuant to this Award. Any changes to the Lead Recipient designation, including replacement of the Lead Recipient, require advance approval by EDA and will be memorialized through the execution of an amendment to the NoA.

**23. CO-RECIPIENT ACKNOWLEDGEMENT OF AWARD:** The attached Acknowledgment and Agreement of Co-Recipient must be signed by an Authorized Representative of co-recipient, [\_\_\_\_\_], and returned to EDA within 30 calendar days after receipt of the Notice of Award. The Co-Recipient will also be required to sign any amendments to the Notice of Award.

**24. USE OF EDA LOGO (CONSTRUCTION):** Recipient may use the EDA logo pursuant to the below terms and conditions for the following limited purposes: Press releases, social media posts, and websites that build awareness of this Award (note that some advertising and marketing activities are not allowable costs under federal awards as provided at 2 CFR 200.421); Work products and deliverables developed under this Award (e.g. tools, publications, resource guides, brochures, PowerPoint presentations, technical assistance materials); and Signage for construction projects funded under this Award and materials that promote the purpose or use of the construction project (e.g. fliers, pamphlets, brochures). Recipient may not use the EDA logo for other purposes, including lobbying or issue advocacy, endorsing a product or organization, or communications to elected officials or federal agencies. Recipient may not use the EDA logo in a negative or defamatory manner. Recipient must request and obtain EDA permission prior to certain uses of the EDA logo (see section B, below).

A. Grant of License: EDA hereby grants to Recipient a non-exclusive, royalty-free right to use the EDA logo for the limited purposes described above (the "License"). Recipient agrees that: (1) the EDA logo will not be used in a way that would suggest that it is the property of Recipient or any other third party, and (2) Recipient will include the following notice in conjunction with its use of the EDA logo, as appropriate: "The EDA logo is a trademark of the Economic Development Administration, used with permission." This License does not grant Recipient the right to use any seal, emblem, logo, or other symbol of the U.S. Department of Commerce or EDA that is not the EDA logo.

B. Required Approvals for Certain Uses of the EDA Logo: Before Recipient uses the EDA logo for press releases and related materials, Recipient shall send a sample of each print, product, design, or other work to show the proposed use to the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award). Recipient shall not use the EDA logo for the above uses until receiving written approval (including via email) from EDA of the proposed use.

C. Quality Control: EDA shall have the right, at all reasonable times, to inspect Recipient's goods, services, and promotional activities employing the EDA logo to ensure that such use is of proper quality and otherwise consistent with this License.

D. Duration and Termination: The License shall terminate on the Award End Date. Recipient may request a renewal of the License for an additional term subject to the express written consent of EDA. Such consent shall be in the form of a properly executed agreement signed by authorized signatories of EDA and Recipient. Upon termination of the License, all rights of Recipient to use the EDA logo shall immediately terminate.

EDA may terminate the License unilaterally and without cause at any time, including if EDA determines that Recipient's use of the EDA logo is inconsistent with the License.

E. **Validity and Ownership of EDA Logo:** Recipient acknowledges and agrees that EDA is the owner of all right, title, and interest in the EDA logo, and all such right, title, interest, and ownership shall remain with EDA. Recipient further acknowledges that Recipient shall not acquire any right, title, interest, or ownership in the EDA logo by virtue of the License or use other than the license granted hereunder and disclaims any such right, title, interest, or ownership. Recipient is prohibited from interfering with EDA's rights in the EDA logo, including challenging EDA's use, registration of, or application to register the EDA logo alone or in combination with other words or designs, as a U.S. or foreign trademark anywhere in the world. Recipient is further prohibited from attempting to register the EDA logo, any derivatives thereof, or any confusingly similar mark, whether or not registered by EDA, alone or in combination with other words or designs, as a U.S. or foreign trademark or as a part of a domain name.

F. **Assignments and Sub-Licenses:** The License is not assignable, and any attempt by Recipient to assign any portion of the License shall be deemed a breach of the License and will result in immediate termination of the License. Recipient may subcontract, thereby engaging in a limited sublicensing arrangement as applicable, for manufacturing and distribution activities under the License; Recipient shall provide notice to EDA - and must receive prior approval from EDA - of any such subcontract prior to manufacturing and distribution activities.

G. **Governing Law:** The License shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court for the District of Columbia, without giving effect to any conflict of law principle that would result in the application of the substantive law of another jurisdiction.

H. **Indemnification:** Recipient agrees to indemnify and hold EDA harmless from any and all claims, damages, and attorneys' fees arising from the use of the EDA logo by the Recipient and its operations, except to the extent that any such claims, damages, or attorneys' fees arose in connection with any act or failure to act by the U.S. Department of Commerce or any agency, department, or subdivision thereof.

I. **Obtaining the EDA Logo:** For an electronic version of the EDA logo, Recipient should contact the EDA Regional Office Public Affairs Specialist (whose contact information may be obtained from the Project Officer for this Award).

**25. REAFFIRMATION OF APPLICATION:** Recipient acknowledges that Recipient's Application for this Award may have been submitted to EDA and signed by Recipient, or by an authorized representative of Recipient, electronically without providing an original "wet" signature. In addition, the Recipient or an authorized representative of Recipient may have accepted the Award electronically, which includes drawing down any funds under this Award. Regardless of who submitted the Application to EDA or the means by which Recipient submitted the Application or accepted the Award, Recipient hereby reaffirms and states that: i. All data in the applicable Application were true and correct when the Application was submitted and remain true and correct as of the date of this Award; ii. The Application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and iii. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the Application and through the System for Award Management (SAM.gov). The Recipient agrees to immediately notify the EDA of any material changes to the Application within 30 calendar days of the date the Recipient becomes aware of such changes. For purposes of this provision, the term "Application" includes all documentation and any information provided to EDA as part of, and in furtherance to, the request for funding, including submissions made in response to information requested by EDA after submission of the initial Application.

**26. FREEDOM OF INFORMATION ACT (FOIA):** EDA is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 C.F.R. part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of applications and other information submitted by applicants and recipients may be released in response to a FOIA request. The Recipient should be aware that EDA may make certain application information publicly available. Accordingly, the Recipient should notify EDA if it believes any Application information to be confidential.