

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of
by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and Linfield, Hunter & Junius, Inc., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for NEW SARPY CN CULVERT CROSSINGS, Parish Project No. P250301.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

NEW SARPY CN CULVERT CROSSINGS
Parish Project No. P250301

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.

- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project, if applicable, are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.

- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to 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, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or “not to exceed” hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids are, for any reason, delayed beyond

a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 12.5 CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D."

17.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2

In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

18.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

LINFIELD, HUNTER & JUNIUS, INC.

ST. CHARLES PARISH

By:

Name: Robert E. Nockton, P.E.

Title:

Date:

By:

Name:

Title:

Date:

ATTACHMENT “A”

NEW SARPY CN CULVERT CROSSINGS Parish Project No. P250301

Project Scope:

CONSULTANT shall perform the scope of services described in the following paragraphs.

The CONSULTANT shall complete bid plans and specifications for the design of new culvert crossings under the Canadian National Railway (CN) and Vans Lane in New Sarpy. More specifically, two (2) 60” diameter steel culverts beneath CN at the Troxclair Canal and one (1) 48” diameter steel culvert beneath CN at Vane Lane. The scope also includes the installation of two (2) 60” diameter reinforced concrete culverts beneath Vans Lane to replace an existing 24” culvert.

The plans and specifications shall follow all rules and regulations as set in place by the Funding Agency for this project, Resilient Communities Infrastructure Program (RCIP).

The initial Contract will include Basic Services such as Preliminary and Final design, Bidding and Construction Administration, as well as additional services of Topographic Survey, Subsurface Utility Engineering (SUE), Geotechnical Services and Railroad Permitting.

Boundary Surveys, Environmental Services and Right of Way Services will be contracted with Others directly with the OWNER.

Resident Inspection will be amended into this Contract at a later date upon approval of final plans and specifications by the Funding Agency.

PART 1 – BASIC SERVICES

PRELIMINARY DESIGN PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility “as-built” information from them.

- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER's contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

B. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.
- c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.
- d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.
- e. Prepare a detailed Final Cost Estimate.
- f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.

- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible "RECORD" drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

PART 2 – ADDITIONAL SERVICES

A. TOPOGRAPHIC SURVEY

CONSULTANT shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the CONSULTANT developed in the Preliminary Design Phase of the project. The survey's purpose is to locate all existing features both manmade and natural, above ground and subsurface within the project limits. The survey shall include the following elements:

1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
2. Utilities as shown after contacting Louisiana One Call,
3. Descriptions, locations, depths, and sizes of all pipes within the project,
4. Descriptions, locations, diameters of all trees within the project,
5. Ground elevations within the project limits to properly develop contours,
6. Locations of all buildings, fences, and other structures,
7. Cross sections along roadways at 100-foot intervals minimum,
8. Cross sections along ditches at 50-foot intervals minimum,
9. Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format.

Data Collection and Processing:

1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.
3. All existing monuments used in the establishment of the project control network must have documentation as described above.
4. The Surveyor shall acquire the elevation and datum of all bench marks to be used in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
 - a. Designation - the “name” of the mark used.
 - b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
 - c. PID - Permanent Identifier
 - d. GEOID – Geoid model used (ex. 12B)
 - e. Epoch – ex. 2010
 - f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
 - g. Orthometric Height – Z (Feet)
 - h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
 - i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
 - j. Horizontal and vertical accuracy
 - k. Units
 - l. Scale factor

B. GEOTECHNICAL INVESTIGATION

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

1. (1) one to (2) two undisturbed soil borings located within proximity to the project location
2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions

4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

C. PERMITTING

CONSULTANT shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
2. U.S. Army Corps of Engineers (Section 404 permit)
3. LA Wildlife & Fisheries (Scenic Rivers permit)
4. LA Department of Health (LDH)
5. LA Department of Environmental Quality (LDEQ)
6. Cultural Resources
7. Railroad Permitting

CONSULTANT shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative (“RPR”), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT’s representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

1. RPR’s dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.

4. Comply with Site safety programs.
5. Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
13. Resident Project Representative shall not:
 - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.

- c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
- d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

E. SUBSURFACE UTILITY ENGINEERING (SUE) PHASE

Upon written authorization from OWNER, CONSULTANT shall complete the SUE work as detailed below.

a. Quality Level D Services

- 1. Locate and contact utility owners that may have facilities on or be affected by the project.
- 2. Request documentation on utility facilities from applicable utility owners and document responses.
- 3. Gathered information will be used as an aid in the identification of the number of utilities, identity, size, and material composition of utilities, but they will not be used as a substitute for actual geophysical location.
- 4. Copies of all documentation provided to OWNER upon request.

b. Quality Level C Services (Inclusive of Level D Services)

- 1. Identify existing utility surface features collected within the topographic survey and review for accuracy and completeness.
- 2. Correlate the applicable utility records to the surveyed features and determine when records and features do not agree and use professional judgement to resolve any discrepancies.

c. Quality Level B Services (Inclusive of Level C Services)

- 1. Designate and mark underground pipelines within the project limits using an appropriate suite of geophysical equipment.
- 2. Mark underground pipelines at a maximum of 50-foot intervals and at all changes in direction.
- 3. Facilities where an inductive tone may not be achieved, may be able to be located using ground penetrating radar (GPR) or an acoustic locator and will be marked as Quality Level B in these areas. When these methods are not effective, these facilities will be marked as Quality Level D or Quality Level C depending on the available information.

4. Subaqueous crossings greater than 50 feet may be designated as Quality Level D or Quality Level C depending on the available information.
5. Use of standard search protocol, using electromagnetic and GPR technologies to conduct sweeps within the project area in an attempt to determine the existence and approximate location of undocumented, abandoned, inactive, or otherwise unknown utilities.
6. Label each utility run as noted on the field sketch and use for assisting the surveyor and for quality control purposes.
7. Provide approximate electronic depth readings for each utility found, when available.
8. Investigation/designation of all other utilities will not be included.
9. Deliverables:
 - 1) One copy of the signed and sealed SUE plan set in hard copy/PDF format, depicting the location and description of all designated and surveyed utility information. This hard copy/PDF will be on 11" x 17" paper and have a base map provided by the OWNER or aerial background, utilities the OWNER's required sheet layout if provided.
 - 2) Provide a corresponding electronic file representing the SUE plan set in the preferred format of the OWNER (AutoCAD, Microstation, etc.). The signed hard copy/PDF SUE plan set shall stand as the official record of the CONSULTANT's work for this project.

d. Quality Level A Services (Inclusive of Level B Services)

1. Determine the exact location and elevation of critical utilities which may conflict with the proposed construction or design as determined by the OWNER.
2. Perform up to thirty-four (34) Test Holes on pipelines crossing each canal, as requested by the OWNER. Each test hold will be performed at the closest accessible location to the drainage canals. Due to the unexpected depth of the pipeline test holes, the production rate per day is anticipated to be no more than 2 test holes per day. Vacuum Excavation will be performed utilizing non-destructive air-and/or water-assisted excavation equipment to expose the utilities at specific points which are then tied down by survey.
3. Excavation of Test Holes:
 - 1) Clear the Test Hole area of surface debris.
 - 2) Excavate the Test Hole. The nominal diameter of the Test Hole shall not exceed 15 inches (375 millimeters) unless otherwise approved.

- 3) Expose the utility only to the extent required for identification and data collection purposes.
 - 4) Avoid damage to lines, wrappings, coatings, cathodic protection or other protective coverings and features.
 - 5) Hand-dig as needed to supplement excavation and to ensure safety.
 - 6) Revise the Test Hole location as necessary to positively expose the utility.
 - 7) Store excavated material for re-use or disposal at an approved location near the project, as appropriate.
4. Collection, Recording, and Presentation of Data: Measure and or/record the following information on an appropriately formatted Test Hole data sheet that will subsequently be sealed and dated by the CONSULTANT.
- 1) Difference in elevation of top and/or bottom of the utility and the above ground mark to a vertical accuracy of +/- 0.05 feet (15 millimeters).
 - 2) Field sketch showing horizontal location referenced to a minimum of two (2) swing ties to physical structures existing in the field.
 - 3) Approximate centerline bearing of utility line.
 - 4) Outside diameter of pipe, width of duct banks, and configuration of multi-conduit systems, when reasonably ascertainable.
 - 5) Utility structure material composition, when reasonably ascertainable.
 - 6) Other pertinent information as is reasonable ascertainable from test hole, such as utility owner.
5. Site Restoration:
- 1) Replace bedding material around exposed utility lines.
 - 2) Backfill and compact the excavation in a manner acceptable to OWNER. Re-use excavated material with appropriate compaction.
 - 3) As applicable, provide permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
 - 4) For excavations in unpaved areas, restore disturbed area as nearly as practicable to pre-existing conditions.
 - 5) Furnish and install permanent surface marker (e.g., P.K. nail, peg, steel pin or hub) directly above the centerline of the utility.
6. Information gathered by the CONSULTANT will be shown on a Test Hole data sheet and on the drawings provided. The x, y, z of the Test Hole location and the Test Hole number will be shown on the drawings. If the utilities are over 10 feet deep, they may not be found using the non-destructive vacuum excavation techniques for Test Holes.
7. Deliverables:
- 1) All Test Holes will be shown on the deliverable drawing, and CONSULTANT will provide signed and sealed individual test hole data

forms detailing all pertinent utility information for all test holes completed.

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ATTACHMENT “B”

NEW SARPY CN CULVERT CROSSINGS Parish Project No. P250301

Project Schedule:

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Preliminary Design Phase	90
Final Design Phase	120
Bid Phase	45
Construction Phase	540

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT’s services is impaired, or CONSULTANT’s services are delayed or suspended, then the time for completion of CONSULTANT’s services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT’s services, then the time for completion of CONSULTANT’s services shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT “C”

NEW SARPY CN CULVERT CROSSINGS Parish Project No. P250301

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$410,000.00 based on the following estimated distribution of compensation:
 1. Preliminary Design Phase (30%) \$123,000.00
 2. Final Design Phase (40%) \$164,000.00
 3. Bid Phase (5%) \$20,500.00
 4. Construction Phase (25%) \$102,500.00
- b. CONSULTANT may, with OWNER’s consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT’s services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT’s employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT’s SUBCONSULTANT’s charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT’s SUBCONSULTANT’s charges.
- e. CONSULTANT’s Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT on a Lump Sum basis for Additional Services set forth in Attachment A as follows:

- a. Topographic Surveying \$57,000.00
- b. Geotechnical Investigation \$70,052.00
- c. Permitting \$60,000.00
- d. Subsurface Utility Engineering \$95,000.00

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$TBD, at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD-day construction schedule.

**ATTACHMENT “D”
COMPLIANCE WITH FEDERAL AND STATE LAWS**

**NEW SARPY CN CULVERT CROSSINGS
Parish Project No. P250301**

**NON-EXCLUSIVE LIST OF LAWS, RULES, AND REGULATIONS
FOR PROFESSIONAL SERVICES CONTRACTS**

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When applicable to the project, the contractor must comply with the requirements as outlined in the agreement with the administering agency, and the following rules, laws, and regulations, or modifications thereof, as applicable, or may become applicable throughout the term of the contract. The contractor acknowledges that this list is not exhaustive and may not contain all applicable rules, laws, and regulations. The contractor is deemed to have read and understood all requirements for the project and the requirements set forth in this document.

1. EQUAL EMPLOYMENT OPPORTUNITY

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

In conformance with the regulations of the Secretary of Labor at 41 C.F.R. Part 60-1.4 "Equal Opportunity Clause, "during the performance of this contract, the contractor agrees as follows:

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.

2. CERTIFICATION OF NONSEGREGATED FACILITIES

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

In conformance with the regulations of the Secretary of Labor at 41 C.F.R. Part 60-1.8 "Segregated Facilities," the contractor certifies that they do not maintain or provide for their establishments, and that they do not permit employees to perform their services at any location, under their control, where segregated facilities are maintained. The contractor certifies further that they will not maintain or provide for employees any segregated facilities at any of their establishments, and they will not permit employees to perform their services at any location under their control where segregated facilities are maintained. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas,

transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason; provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

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

3. CIVIL RIGHTS

In conformance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) and 24 C.F.R. Part 1 "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development-Effectuation of Title VI of the Civil Rights Act of 1964." The contractor shall comply with the provisions of the Act which states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. AFFIRMATIVE ACTION AND NONDISCRIMINATION OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS REGARDING DISABLED VETERANS, RECENTLY SEPARATED VETERANS, ACTIVE-DUTY WARTIME OR CAMPAIGN BADGE VETERANS, AND ARMED FORCES SERVICE MEDAL VETERANS *(applicable to contracts and subcontracts of \$100,000 or more)*

In conformance with the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and 41 C.F.R. Part 60-300.5(a): **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

5. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

In conformance with Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and 24 C.F.R. Part 6 "Nondiscrimination in Programs and Activities Receiving Assistance Under Title I of the Housing and Community Development Act of 1974," the contractor shall comply with the provisions of the Act which state that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 793)

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

In conformance with the regulations of the Secretary of Labor at 41 C.F.R. Part 60-741

“Affirmative Action and Nondiscrimination Obligations of Federal contractors and Subcontractors Regarding Individuals with Disabilities,”

1. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973

In conformance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and 24

C.F.R. Part 8 “Nondiscrimination Based on Handicap in Federally-Assisted Programs and

Activities of the Department of Housing and Urban Development the contractor agrees that no

otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. ARCHITECTURAL BARRIERS ACT OF 1968

In conformance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the contractor agrees that activities funded under this agreement will be performed in accordance with the requirements set forth in the Act which stipulate that certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered are done so in accordance with standards that ensure accessibility to, and use by, physically handicapped people.

9. AGE DISCRIMINATION ACT OF 1975

In conformance with the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and 24 C.F.R. Part 146 the contractor shall comply with the provisions of the Act which states that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

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

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

In conformance with the provisions outlined in this section, the contractor agrees to the following during the performance of this contract:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor shall incorporate foregoing requirements in all subcontracts.

11. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

In compliance with Section 3 of the Housing and Urban Development Act of 1968—Compliance in the Provision of Training, Employment and Business Opportunities; 24 C.F.R. Part 75, “Economic Opportunities for Low- and Very-Low-Income Persons,”

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very-low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 of the regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned

Economic Enterprises. Parties to any contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. U.S.C. 450e also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

12. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding \$150,000)

In conformance with the Clean Air Act (42 U.S.C. 7401-7671), Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R.,

1. The contractor and all subcontractors agree 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. and with the provisions set forth within the Clean Air Act, as amended (42 U.S.C. 7401-7671).
2. The contractor agrees to report each violation to the administering agency, who will report each violation as required to the federal cognizant agency.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

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

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

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

13. 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.

14. ACCESS TO RECORDS – MAINTENANCE OF RECORDS

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

1. The contractor agrees to provide the client, the cognizant agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy experts and transcripts as reasonably needed.
3. The contractor agrees to provide the cognizant agency and administering agency, and their agents access to construction or other work sites pertaining to the work being completed under the contract.

15. INSPECTION

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

16. REPORTING REQUIREMENTS

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

17. CONFLICT OF INTEREST

1. No officer or employee of the cognizant agencies, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
2. 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.

18. PATENTS

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

19. COPYRIGHT

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

20. TERMINATION FOR CAUSE

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

21. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the contractor. If the contract is terminated by the Owner as provided herein, the contractor will be paid for the time provided and expenses incurred up to the termination date.

22. ENERGY EFFICIENCY

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

23. SUBCONTRACTS

1. The contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
2. The contractor shall be as fully responsible to the Owner for the acts and omissions of the contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the contractor.

3. The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating any subcontract that the Owner may exercise over the contractor under any provision of the contract documents.
4. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

24. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 C.F.R. 24 "Governmentwide Debarment and Suspension."

In addition, the contractor represents and warrants that it and its subcontractors, in accordance with C.F.R. Part 200, Appendix II, are not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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.

25. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or the contractor'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.

26. 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.

27. CHANGES

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

28. PERSONNEL

The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

29. ANTI-KICKBACK RULES

In conformance with the Copeland Anti-Kickback Act (40 U.S.C. 3145) and the regulations outlined in the Department of Labor at 29 C.F.R. 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," contractors shall ensure that the 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 contractor 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.

30. ASSIGNABILITY

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

31. INTEREST OF CONTRACTOR

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

32. POLITICAL ACTIVITY

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

33. 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 C.F.R. Part 200, as they relate to the use of Federal funds under this contract.

34. 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.

35. CONFIDENTIAL FINDINGS

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

36. LOBBYING

In conformance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the U.S. Department of Housing and Urban Development regulations at 24 C.F.R. Part 87 "New Restrictions on Lobbying" contractors who apply or bid for an award of \$100,000 or more 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.

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

37. PROCUREMENT OF RECOVERED MATERIALS

In conformance with Section 6002 of the Solid Waste Disposal Act, as amended and the regulations as outlined in 2 C.F.R. Appendix II to Part 200 "Procurement of Recovered Materials."

All contractors 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 C.F.R. part 257 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by proceeding 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.

In the performance of this Agreement, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule
2. Meeting contract performance requirements
3. At a reasonable price

38. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

(Applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers.)

1. 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.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this Act, the contractor and any subcontractor responsible therefore 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 Act in the sum of \$27 for each

calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this Act.

3. Withholding for unpaid wages and liquidated damages. The administering agency 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 Act.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this Act 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 Act.

39. COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgment that federal program financial assistance will be used to fund the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal grant policies, procedures, and directives.

40. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

41. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

42. REMEDIES

Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

43. DAVIS-BACON ACT

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5). Applicable to construction contracts in excess of \$2,000 awarded by the administering agency and requires that:

1. Contractors 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.

2. Additionally, contractors are required to pay wages not less than once a week.

44. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

This contract is subject to the provisions as outlined in 2 C.F.R. 200.216 and Section 889 of Public Law 115-232 which prohibit the use of federal grant or loan funds to support any of these activities:

1. Procure or obtain covered telecommunications equipment or services.
2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services.
3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
2. 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)
3. Telecommunications or video surveillance services provided by such entities or using such equipment
4. 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

For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

45. DOMESTIC PREFERENCE FOR PROCUREMENTS

Where appropriate, and to the extent consistent with law, the contractor 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. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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 mean 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.”

46. CONTRACTING WITH SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN’S BUSINESSES ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS

When possible, the contractor should ensure that small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor’s list) are considered as set forth below.

Such consideration means:

1. These business types are included on solicitation lists.
2. These business types are solicited whenever they are deemed eligible as potential sources.
3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types.
4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types.
5. Using organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. The contractor shall apply this section to all subcontracts.

47. NON-APPROPRIATIONS

This contract is obligated subject to the availability of federal funding. If such funds are not appropriated or become unavailable, the Owner may terminate this contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

48. WHISTLEBLOWER PROTECTIONS

This contract is subject to the requirements as stipulated 41 U.S.C. 4712 and 2 C.F.R. 200.217 “Whistleblower Protections”. The contractor agrees to comply with the rights and remedies for employee whistleblower protections as outlined within these regulations.

49. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. §401.2 (a) and the Owner 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 Owner and contractor

must comply with the requirements of 37 C.F.R. 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.