



PARISH OF ASCENSION

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR QUALIFICATIONS

Professional Services Retainer Contract

Surveying

May 17, 2016

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EXHIBITS

- Exhibit A: Score Card**
- Exhibit B: Certification Statement**
- Exhibit C: Draft Contract**
- Exhibit D: Standard Form: APG-1001**

1. GENERAL INFORMATION

1.1 Purpose

The Parish of Ascension has identified the need for outsourcing professional surveying services for parish projects. The Parish shall reserve the right to select multiple firms under this Request for Qualifications.

1.2 Project Summary

The ideal consulting firm will work with Ascension Parish personnel by providing professional surveying services for parish projects.

1.3 Background

Ascension Parish is currently implementing and developing multiyear plans to improve drainage and transportation infrastructure parish wide. For these plans to be implemented effectively; accurate, efficient and reliable professional surveying services is paramount. The Parish is requesting qualification statements from interested firms who can provide services to facilitate these projects.

1.4 Scope of Services

The successful Firm will be expected to provide all labor, materials, vehicles, and equipment necessary to provide the Ascension Parish Department of Public Works, (the Parish) with the surveying documentation and information necessary for these major infrastructure projects to move forward. Firms shall be able to respond to the Parish's request for a scope and cost estimate in a timely manner.

1.5 Qualifications / Contract Requirements

Only Professional Surveying qualifications shall be described. The descriptions of the services should be as specific as possible. The Firm should also provide an estimate of the amount of time and personnel the firm can dedicate to the Parish.

- The Firm must demonstrate that it has not less than 5 years of experience in performing professional surveying services.
- The Firm must show that the principle stakeholder(s) hold and maintain a valid Louisiana Professional Land Surveying License.
- The Firm must provide at least three references from current or former clients.
- The Firm must provide resumes for the key personnel who will actually execute its proposed scope of services.
- Special consideration will be given to firms that have current "Hudson Initiative" status from Louisiana Economic Development (LED).

1.6 Proposal / Compensation

The Firm must provide a unit price schedule for all personnel, vehicle time/mileage, other equipment, and reimburseables as applicable.

PLEASE NOTE: This will NOT be considered a “bid”, and will only be used to assist in the selection process. The Parish is looking for the best value, not necessarily the lowest cost. Firms are not being asked to “bid”, nor will the successful firm’s Statement of Qualifications be considered a “bid”. The contract amount will be determined with the successful firm when negotiating the contract. Proposed time frame, previous experience, and other related factors will be considered during the review process.

2. ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFQ is tentatively scheduled to begin following conclusion of Parish evaluation, selection & negotiation of a contract, and shall be valid for a period of one year, with the option to renew for (2) consecutive years after the 1st year period ends. Any contract in effect prior to the expiration date of the contract shall be fulfilled by the consultant.

2.2 RFQ Inquiries

Written questions regarding RFQ requirements or scope of services must be submitted to the RFQ coordinator as listed below:

Michael J. Enlow,
Ascension Parish Department of Public Works
42077 Churchpoint Road
Gonzales, LA. 70737
Email menlow@apgov.us

The Parish will consider written inquiries and requests for clarification of the content of this RFQ received from potential respondents. Written inquiries must be received by the date and time spelled out in the schedule of events. The Parish reserves the right to modify the RFQ should a change be identified that is in the best interest of the Parish.

Official responses to all questions submitted by potential respondents will be available by (date given in schedule of events). They will be posted at that time at <http://www.centralauctionhouse.com>. Only the RFQ Coordinator has the authority to officially respond to respondent’s questions on behalf of the Parish. Any communications from any other individuals will not be binding on the Parish.

2.4 Definitions / Acronyms

None are necessary.

2.5 Schedule of Events

| <u>EVENT</u> | <u>DATE & TIME (CST)</u> |
|---|--|
| Advertise RFQ and mail public announcements | Chief 05/26, 06/02, 06/09 Advocate 05/26,06/02, 06/09 Weekly 05/26, 06/02, 06/09 |
| Deadline for receipt of written inquiries | 4pm - 06/14/2016 |
| Issue responses to written inquiries | 4pm – 06/16/2016 |
| Deadline for receipt of Qualification Packages | 4pm – 06/23/2016 |
| Selection Committee | To be scheduled |
| Drainage Board Meeting | To be scheduled |
| Council | To be scheduled |

Upon receipt of qualification packages, a Selection committee will be formed and hold a public meeting.

The top ranked consultant will be forwarded to the Ascension Parish Council with a recommendation for approval. The Director of Public Works will negotiate a contract with the selected firm.

3 RESPONSE INFORMATION

3.1 RFQ Addenda

Parish reserves the right to change the schedule of events or revise any part(s) of the RFQ by issuing an addendum to the RFQ at any time.

3.2 Waiver of Administrative Informalities

The Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.3 Proposal Rejection/RFQ Cancellation

Issuance of this RFQ in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all qualifications for participating firms submitted and/or cancel this announcement if it is determined to be in the best interest of the Parish.

3.4 Withdrawal of Qualification Statement

A respondent may withdraw a qualification statement that has been submitted at any time up to the date and time of the submission deadline. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFQ Coordinator.

3.5 Subcontracting Information

The Parish shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFQ and Scope. This general requirement notwithstanding, respondents may enter into subcontractor arrangements, however, should acknowledge in their statements total responsibility for the entire contract.

If the respondent intends to subcontract for portions of the work, the respondent should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the respondent under terms of this RFQ is also required for each subcontractor.

Unless provided for in a contract with the Parish, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Parish.

3.6 Ownership of Qualification Statement

All materials submitted in response to this request shall become the property of Ascension Parish. Selection or rejection of an offer does not affect this right.

3.7 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a submittal identified as such must be clearly marked in the package and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 applicable rules and regulations. Any statements/packages marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.8 Cost of Preparing Qualification Packages

The Parish shall not be liable for any costs incurred by respondents prior to issuance of or entering into a contract and given notice to proceed. Costs associated with developing the package, preparing for oral presentations, and any other expenses incurred by the respondent in responding to this RFQ are entirely the responsibility of the respondent and shall not be reimbursed in any manner by the Parish.

3.9 Errors and Omissions in Qualification Statements

The Parish will not be liable for any errors in qualification statements. The Parish reserves the right to make corrections or amendments due to errors identified by the Parish or the respondent. The Parish, at its option, has the right to request clarification or additional information from the respondent.

3.10 Contract Award and Execution

The Parish reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial qualification package received. The Parish reserves the right to contract for all or a partial list of services offered in the proposal and/or listed in the RFQ.

The RFQ and Qualification Statement of the selected respondent may become part of any contract initiated by the Parish. The selected respondent will be expected to enter into a contract that is substantially the same as the sample contract included in Exhibit C. In no event may a proposer submit its own standard contract terms and conditions as a response to this RFQ. The proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds 30 days or if the selected respondent fails to sign the final contract within 30 business days of delivery, the Parish may elect to cancel the award or begin negotiations with an alternate selection or cancel the RFQ.

3.11 Code of Ethics

Respondents are responsible for determining that there are no conflicts or violations of the Ethics Code if their company is awarded a contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. RFQ from companies that are determined to be in violation shall be disqualified and removed from the eligible prospect list.

4. RESPONSE INSTRUCTIONS

4.1 Response Submission

Firms/individuals who are interested in providing services requested under this RFQ must submit six (6) copies of their submittal containing the information specified in this section. The submittal shall be received in hard copy (printed) version by: ***Ascension Parish Government, Purchasing Department, 615 East Worthey Road, Gonzales, LA 70737*** on or before the date and time spelled out the schedule of events. Central Standard Time on the date specified in the Schedule of Events. Electronic submittals are permitted via **<http://www.centralauctionhouse.com>**, however six (6) hard copies must still be submitted within 24 hours of the Proposal submission deadline. For instructions on how to utilize the online service, Central Auction House, for free for Ascension Parish Projects ONLY, contact the Ascension Parish Purchasing Department.

Each qualification package must be delivered at the proposer's expense. FAX or e-mail submissions are not acceptable. Respondents mailing their proposals should allow sufficient mail delivery time to ensure receipt of their qualification package by the time specified. It is solely the responsibility of each respondent to ensure that their package is delivered at the specified place and prior to the deadline for submission. Package(s) received after the deadline will not be considered.

At least one set of the qualification statement shall be labeled "**ORIGINAL**", bolded letters on the front cover, and should contain original signatures of those company officials or agents duly

authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if respondent is a corporation. The copy of the package with original signatures will be retained and used for incorporation in any contract that may result from this RFQ.

4.2 Certification Statement

The proposer must sign and submit the Certification Statement shown in **Exhibit B**.

5. QUALIFICATION SUBMISSION FORMAT

Responses should provide a straightforward and concise description of the firm's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content. Responses should be submitted in letter size (8-1/2"x11") format with a type font of Times New Roman or similar and font size of 12 points or larger. Responses should follow the format and order of presentation described below. Standard Form APG-1001 (downloadable at: **www.ascensionparish.net/downloads/dpw/form1001.doc**) must be utilized for submittal to be considered.

5.1 Project Title and Number

The following project title shall be used for this submittal "**PROFESSIONAL SURVEYING CONSULTANT**". Project Number assigned is: **AP-SURVEY-2016**

5.2 Specialized Knowledge

Preference will be given to firms with a demonstrated track record of successful completed specific items outlined in the scope. The amount of data detail, the time frame in which the work can be done, and the cost associated will also be considered and factored in while grading the specialized knowledge.

6. EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of responses will be accomplished by an evaluation team, to be designated by the Parish, which will determine the response most advantageous to the Parish, taking into consideration all evaluation factors set forth in the RFQ.

6.2 Administrative and Mandatory Screening

All responses will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFQ. Responses that are not in compliance may be rejected from further consideration.

6.3 Evaluation and Review

Responses will be evaluated based on information provided in the Qualification statement. The Evaluation Team will evaluate and score the responses using the criteria and scoring as listed in

the attached Score Card. The highest ranked competitors will be selected and recommended to the Parish Council, subject to negotiations and final agreement on contract terms and amounts.

6.4 Announcement of Contractor

The Parish will notify the successful responder(s) and proceed to finalize a contract. Unsuccessful respondents will be notified in writing accordingly. The award of a contract is subject to the approval of the Ascension Parish Council.

7. SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S 12:301-302 from the Secretary of State of Louisiana, prior to submittal of qualification package.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State Louisiana.

7.2 Monthly Invoices

Certified itemized invoices to the Parish for the payment of these services shall be submitted monthly by the Consultant. Each invoice shall be processed through the finance department and contain all justification necessary to verify the percent of the task being billed or the task deliverable as applicable to each invoice.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the Parish's operation which are designated confidential by the Parish and made available to the contractor in order to carry out a contract, or which become available to the contractor in carrying out a contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Parish. The identification of all such confidential data and information as well as the Parish procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Parish in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the Parish to be adequate for the protection of the Parish's confidential information, such methods and procedures may be used, with the written consent of the Parish, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Parish.

-----END OF RFQ-----

Ascension Parish Professional Selection Committee Score Card

| SCORECARD FACTORS | <u>Weight</u> | <u>Max Total Points</u> |
|--|---------------|---------------------------------|
| <u>Firm/Team Qualifications and Experience</u> | 0-25pts | 25 |
| <ul style="list-style-type: none"> • Firm/Team shall be evaluated based on project specific experience and resources • Primary focus should be on Prime Consultants Experience however the other team members must be considered. | | |
| <u>Key Personnel Qualifications and Experience</u> | 0-25 pts | 50 |
| <ul style="list-style-type: none"> • Specific Personnel Experience with Similar Projects must be considered • While Firm Principals are listed, they traditionally have little involvement in the design, Emphasis should be placed on the Project Managers and Project Engineers/Architects. | | |
| <u>Local Project Experience</u> | 0-10 pts | 60 |
| <ul style="list-style-type: none"> • Consideration must be given to Firms/Teams that can show experience with the User Agencies (Parish, State, Federal) local criteria, codes, policies, procedures, and standards to successfully facilitate project completion. | | |
| <u>Proposal/Understanding</u> | 0-5 pts | 65 |
| <ul style="list-style-type: none"> • Firm/Teams RFQ should identify understanding of project scope, the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications. | | |
| <u>Compatibility (firm size versus project size)</u> | 0-5pts | 70 |
| <ul style="list-style-type: none"> • Consideration for the size of the firm and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firms current workload. | | |
| <u>Current Work Load</u> | 0-10 pts | 80 |
| <ul style="list-style-type: none"> • Number and size of projects currently under contract must be considered in relation to available Staff. • Qualified Firms that have not been awarded an Ascension Parish contract within the last 3 years should be given priority consideration. | | |
| <u>Firm Location (Where Work Is To Be Performed)</u> | 0-5 pts | 85 |
| <ul style="list-style-type: none"> • Qualified firms that maintain an office within 30 miles of Gonzales, and staffed with an adequate number of qualified employees to do the required work, shall be given priority consideration. In state firms shall be given priority over out of state firms. | | |
| <u>Past Performance</u> | 0-5 pts | 90 |
| <ul style="list-style-type: none"> • Board members shall independently evaluate each firm, less the "User Agency Recommendation". After the user agency provides their recommendation, each board member shall consider this along with any past performance, and then apply any additional points to finalize their scoring. The User Agency should generally provide recommendations based on such items as: past performance, special capabilities to accomplish work, coordination and cooperation with the user agency and others, ability to meet deadlines and budgets, and quality of work. | | |
| <u>Special Conditions/Requirements Specified in RFQ</u> | 0-10 pts | 100 |
| <ul style="list-style-type: none"> • Special project considerations may be included in the RFQ. These special requirements and project considerations must be clearly spelled out in the RFQ. | | |

Oral Presentation (possible 10 points, if applicable)

When specified, Oral Presentations shall provide Board Members with the opportunity to clarify questions, and obtain a greater understanding of each short listed firms RFQ submittal. After the Oral Presentation , each Board member will have an opportunity to re-evaluate and adjust their initial score card to establish their final rating.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Qualifications (RFQ), including exhibits.

OFFICIAL CONTACT. The Parish requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the Parish or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFQ is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFQ and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFQ.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

| | |
|---|------|
| SIGNATURE of Proposer's Authorized Representative | DATE |
|---|------|

ATTACHMENT II
SAMPLE
MASTER CONTRACT
for
PROFESSIONAL SERVICES
(INCLUDES FEDERAL GUIDELINE COMPLIANCE PROVISIONS)

BE IT KNOWN that on this ____ day of _____, 2014,

East Ascension Consolidated Gravity Drainage District #1, by and through the Office of the Ascension Parish President (hereinafter sometimes referred to as the "Parish"), as approved by Resolution adopted by the East Ascension Consolidated Gravity Drainage District #1 Board of Commissioners,

And

_____, _____, qualified to do and doing business in this State and Parish (hereinafter referred to as "Provider") and authorized to enter into this contract; do hereby enter into contract under the following terms and conditions:

NOTE: This Contract or Agreement governs the relationship and rights between the Parties. While there may be other Documents (for example, General Conditions) which might exist between the Parties, those documents **do not** control in the event or to the extent that there is any conflict or contradiction with the terms of this Agreement or Contract. In the event that there is any conflict between the terms of this Agreement/Contract and any other document between the parties, **THE PARTIES AGREE THAT THIS AGREEMENT/CONTRACT SHALL CONTROL AND GOVERN.**

1. SCOPE OF SERVICES

- A. The Scope of services to be provided by the Consultant may be entered as a scope document, or written proposal signed by both parties to this contract. The Scope shall be attached hereto as an Exhibit and made a part hereof as if written herein in full. All work shall be under the direction of the _____ of the _____ Department, hereinafter called the **PROJECT MANAGER**, and all plans, specifications, and the like shall be submitted to him/her, and all approvals and administration of this contract shall be through him/her.
- B. The compensation to the Provider for these services shall be set out in the attached scope document, or written proposal signed by both parties to this contract.
- C. There will be absolutely no fees or charges paid to Provider to cover overhead costs, general expenses, capital expenses, expenses for principal/branch/field offices, employees salaries, direct and indirect costs, additional costs or profit of any nature whatsoever. In each case, the work is initiated only upon receipt of a written work order from the **PROJECT MANAGER**, all which must include the maximum fee to be charged.

2. TERM OF CONTRACT

- A. The effective date of this agreement shall begin on the date of the Parish President's signature on the document or the beginning date of the specified term of the contract, whichever occurs first.
- B. Work shall begin by the Provider within fifteen (15) days of the signature of the document unless the Project Manager and the Provider agree in writing to another specified date.
- C. Unless otherwise provided or renewed by the Parish Council, this Agreement shall have term of one (1) calendar year, beginning on the date of execution by the Parish President. The Parish will have an option to renew for (2) consecutive years after the one (1) year period ends.
- D. This Professional Services Contract shall terminate as follows:
 - 1. As per the terms and conditions of Paragraph 9, and/or
 - 2. As per operation of law, and/or
 - 3. As agreement between the parties, and/or
 - 4. As per the Parish Charter.

3. DOCUMENTS

- A. The Provider shall also furnish sufficient sets of plans, specifications & contract documents.
- B. All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the Parish except as otherwise provided herein. The Provider shall furnish to the PROJECT MANAGER originals of any project documents used in completion of the project or in any way related to this project to the Project Manager.
- C. The Parish shall furnish without charge all standard plans and specifications and any other information which the Parish now has in its files which may be of use to the Provider. Provider has the duty to and must confirm and verify all information contained therein.
- D. **Construction Documents.** The Provider shall use the most current version of the standard forms of documents adopted and specified by the Parish in the performance of the Contract, all as of the date of the signing of this contract. Notwithstanding anything to the contrary in any other provision of this contract, none of the contract documents provided by the Parish are or will become the property of the Provider but shall remain the property of the Parish to the extent the Parish has a property interest therein.
- E. Notwithstanding any Section hereinafter, there will be retention of all related records:
 - (1) All records, reports, documents and other material delivered or transmitted to Provider by Parish shall remain the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this

contract. All records, reports, documents, exhibits or other material related to this contract and/or obtained or prepared by Provider in connection with the performance of the services contracted for herein shall become the property of Parish, and shall be returned by Provider to Parish, at Provider's expense, at termination or expiration of this contract.

- (2) The Parish and Provider acknowledge and agree that the Parish has the right to review retain all records, reports, worksheets or any other material of either party related to this contract. Provider further agrees that Provider will furnish to the Parish copies of any and all records, reports, worksheets, bills, statements or any other material of Provider or Parish related to this contract.
- (3) Provider shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the Parish.
- (4) Provider shall retain all of its records and supporting documentation applicable to this contract with the Parish for a period of five (5) years after termination of the contract in accordance with state law, except as follows:
 - (a) Records that are subject to Federal Funds and/or audit findings shall be retained for five (5) years after such findings have been resolved close out has been issued.
 - (b) All such records and supporting documentation shall be made readily available for inspection, copying or audit by representatives of the Parish. In the event the Provider goes out of existence, it shall turn over to the Parish all of its records relating to this contract to be retained by the Parish for the required period of time.
 - (c) The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant 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 State's final closeout of the grant.

F. In the event there is re-use of any documents created by Provider, Provider invokes the privileges afforded it as per LA. Revised Statute R.S. 38:2317.

G. The Parish agrees not to use Provider's work product on any other project without the express written notice to the Provider.

H. All of Provider's pre-existing or proprietary computer programs, software, information, standard details or material developed by Provider outside of this agreement shall remain the exclusive property of the Provider.

4. PAYMENT OF ALL FEES AND ALL EXPENSES

This Section shall apply to all payments that may be due Provider by Parish. The Scope shall set out the payment schedule.

A. IF ON AN HOURLY BASIS:

1. Notwithstanding any section herein or the Scope, all invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their classifications and a detailed description of the work performed. Where there is payment based upon an hourly rate for all services outlined in each task of work, the Parish shall pay the Provider in accordance with the rate schedule established in this contract. All other services shall disclose and be invoiced monthly according to percentage of work completed. Provider agrees to submit, at the end of each calendar month, a written & detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). Payments to the Provider for services shall be made monthly upon presentation of the invoice for work performed during the preceding month.
2. Unless otherwise authorized in writing, fees will not be paid for research, photocopies at more than \$.15 (fifteen cents) per copy on copies less than 11 x 17 and copies larger than 11 x 17 shall be charged on a reasonable basis. Additionally, if mileage is to be paid to the Provider, the Parish will only pay the state authorized rate.
3. There shall be no fees charged by, nor paid to, Provider for consultation with the Parish, except with the expressed written authorization; there shall be no payment to Provider for secretarial time, attendance at public meetings and travel time for consultation with the Parish without the expressed written pre-approval of the Parish.
4. Invoices for services shall be submitted by Provider to the FINANCE DEPARTMENT for review and approval:

Ascension Parish Government
P.O. Box 2392
Gonzales, LA 70707-2392

- a. All invoices must describe the Parish Project.
- b. All billings by Provider for services rendered shall be submitted in

writing.

- c. Provider shall be reimbursed for reasonable out-of-pocket expenses at the state prevailing rate unless grant guidelines reflect otherwise. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by PROJECT MANAGER. Failure by Provider to obtain pre-approval from PROJECT MANAGER of expenditures in excess of \$250.00 shall constitute grounds for denial of payment.
 - d. Out of state or parish travel time, only and specifically at the direction and for the convenience of the PROJECT MANAGER, is billable as services if done during normal working hours and if it does not cause service charges for the day to exceed eight hours. Travel time shall likewise be pre-approved by the PROJECT MANAGER.
 - e. Provider agrees to comply with the instructions when submitting invoices.
 - f. Provider hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be said Provider's obligation and identified under Federal Tax Identification Number as listed in the Scope.
5. The Parish agrees to make payment to Provider for services upon receipt and approval of each invoice. The Parish will pay Provider the amount due and payable within thirty (30) days or unless a conflict results in a delay of payment. Upon receipt of each invoice, the Parish shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the Parish disputes or otherwise may question the accuracy of each invoice or quality of all work performed, the Parish may withhold payment of any invoice until a successful and satisfactory resolution can be had between the parties. Parish agrees to not unreasonably withhold payments of any invoice.
6. Other than the fee schedule herein, there will be absolutely no additional fees due Provider to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

B. IF ON A LUMP SUM BASIS

Where there is payment based upon a lump sum fee for all services outlined herein and any other services required for this project, except as set out herein, the Parish shall pay the Provider a basic lump sum fee as negotiated and agreed upon by both parties in the Scope.

C. AS PERTAINS TO HUD/FEMA CONTRACTS ONLY:

The parish will follow the HUD/FEMA procurement guidelines set by Federal Government and the State of Louisiana (24 CFR 85.36 U.S. Dept of HUD Grants Management Common Rule (State & Local Governments) OMB Circular A-102). The

parish has the right to be reimbursed by the engineer, architect or contractor for all expenses denied after review by the proper agency that exceed what is referred to as “cost reasonableness”. The parish will do all that it can to help determine these issues in advance of submission but in the event that we are not reimbursed, the parish will seek to chargeback the expenses not reimbursed from the proper source.

5. NON-ASSIGNABILITY

Provider shall not assign nor transfer any interest in this contract (whether by assignment or novation) without prior written consent of the Parish, provided however, that claims for money due or to become due to the Provider from the Parish under this contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

6. BUDGET LIMITATION

- A. The Parish shall determine the budget for this project, and the Parish shall advise the Provider of the budget limitation in writing. The Provider shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.
- B. It is the responsibility of the Provider to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. Provider understands and specifically warrants that it assumes the sole responsibility to advise the Parish in advance if contract funds or contract terms may be insufficient to complete contract objectives. In providing opinions of probable construction cost, the Parish understands that the Provider has no control over costs and price of labor, equipment or materials or over the general Provider’s method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Provider’s qualifications and experience.
- C. The continuation of this contract is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other related contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. INSURANCE

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen’s Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Parish of Ascension, in writing, on all of the required coverage provided to Ascension Parish. Where possible, all policies and notices should

name the Provider and Parish. The Parish may examine the policies at any time.

B. All policies and certificates of insurance shall contain the following clauses:

1. The Provider's insurers will have no right of recovery or subrogation against the Parish of Ascension, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
2. The Parish of Ascension shall be named as additional named insured with respect to automobile and general liability.
3. The insurance companies issuing the policy or policies shall have no recourse against the Parish of Ascension for payment of any premiums or for assessments under any form of policy.
4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the Provider.

C. Prior to the execution of this agreement, the Provider shall provide at its own expense, proof of the following insurance coverage required by the contract to the Parish of Ascension by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than B+.

1. Worker's compensation Insurance: As required by Louisiana State Statute exception; employer's liability shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
2. Commercial General Liability Insurance with a Combined Single Limit of at least \$500,000.00 per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Personal Injury;
 - e) Broad form property damage;
 - f) Explosion, collapse and underground coverage. Not needed for design
3. Business Automobile Liability Insurance with a Combined Single Limit of \$500,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:
 - a) Any automobiles;

- b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.
4. An umbrella policy or excess policy may be used to meet minimum requirements.
 5. The Provider shall also secure and maintain at its expense professional liability insurance in the sum of at least One Million Dollars (\$1,000,000.00) per claim.
 6. All policies of insurance shall meet the requirements of the Parish of Ascension prior to the commencing of any work. The Parish of Ascension has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to the Parish of Ascension as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of Ascension, the Provider shall promptly obtain a new policy, timely submit same to the Parish of Ascension for approval and submit a certificate thereof as provided above. The Parish agrees to not unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize said carrier, Provider shall have the option of selecting and submitting new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
 7. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish of Ascension, may be forthwith declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
 8. WAIVER: Except as otherwise provided by law, the coverage requirements of this section may be waived in whole or in part on agreements under \$50,000.00, and the Parish is authorized to use its discretion in regard to insurance requirements for such contracts. Except as otherwise provided by law, the Parish President or the Parish Chief Administrative Officer is authorized to omit in whole or in part the insurance requirements of this section in connection with such contracts.
- D. Provider shall maintain a current copy of all annual insurance policies and provide same to the Parish of Ascension on an annual basis or as may be reasonably requested.

8. OTHER TERMS AND CONDITIONS

- A. **Licenses and Commissions.** The Provider shall, at all times during the term of

this contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Provider, including but not limited to those that may be required by this State and/or Parish. The Provider agrees to renew and or keep current all licenses and commissions herein. The Provider agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the Parish of Ascension.

B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the Baton Rouge Metropolitan area including the parishes surrounding Ascension Parish. In the event the Parish must have work done by change order or addition resulting from an error or omission by the Provider, Provider shall provide, at no cost to Parish, all professional services attributable to the change order. This is in addition to Parish's right to recover from Provider any damages for its errors and omissions.

C. The Provider shall defend, indemnify, and hold the Parish harmless from against any and all actions, claims, demands, complaints, or lawsuits of any kind (whether in tort or in contract) for any sums of money, costs, liabilities, judgments, fines, or penalties asserted or alleged by any person, party, entity, firm or generation for any damage, injury, claim, or cause of action (of any kind) including, but not limited to, pecuniary and non-pecuniary damages/losses to person or property which are alleged to have been caused by or which were caused by or (wholly or partially), which grow out of, which arise from, or which result from any acts, errors, or omissions by Provider, its agents, servants, or employees while engaged in connection with services required to be performed by the Provider under this agreement. This paragraph is to be broadly interpreted to include any and all causes of action which result wholly or partially from the conduct or the Provider.

D. This agreement shall be binding upon the successors and assigns for the parties hereto.

E. This agreement represents the entire Agreement between Parish and Provider.

F. If there is any dispute concerning this agreement, the laws of Louisiana shall apply. The exclusive venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the Judicial District Court for the Parish of Ascension, State of Louisiana. It is also understood and agreed that the laws and ordinances of Ascension shall apply.

G. In the event that the Provider modifies the Parish's contract documents without the expressed prior written consent of the Parish, the Provider shall indemnify and hold harmless the Parish from any claims, lawsuits, or damages that arise out of or are attributable to the modification. This indemnification and hold harmless obligation shall include not only the damages suffered by the Parish but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the Parish as a result of the Provider's deviation

from the Parish's contract documents.

H. Provider agrees to a covenant against contingent fees. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this contract without liability.

I. This contract may be amended only by mutual written consent of the respective parties.

J. Third Party Beneficiary: it is specifically agreed by and between the parties to this contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this contract.

K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.

L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

M. Severability: if any provision or item in this contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this contract are hereby declared severable.

N. It is specifically understood that the terms "agreement" and "contract" may be used interchangeably. It is specifically understood that the terms "Parish", "PROJECT MANAGER" and "Parish" and "the Parish of Ascension" may be used interchangeably.

O. Conflict of Interest: it is understood and agreed between the parties hereto that Provider is not retained exclusively by the Parish but that the Parish may retain other Providers during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the Parish and other parties who have engaged Provider, the Provider agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the Parish, nor will Provider take any action on behalf of the Parish directly adverse to any other client.

P. Provider warrants that Provider is qualified to perform the intended purposes of this agreement. In the event that Provider becomes not fit nor qualified for any reason whatsoever, then Provider agrees to withdraw from work herein at no cost to the Parish. In the event that the Parish determines that Provider is not suited for Parish purposes or otherwise fails to represent Parish policies to the satisfaction of the Parish, then Provider agrees to withdraw from this agreement.

Q. Provider specifically agrees and understands that Provider shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.

R. Provider agrees to ensure that its personnel are, at all times, educated and trained, and further, that Provider and its personnel will perform all work and services in a workmanlike and professional manner.

S. Provider recognizes and understands that time is of the essence. Provider agrees to perform and provide services in accordance with this agreement and all incorporated attachments.

T. Provider shall be responsible for any and all losses and damages suffered or incurred by the Parish, including but not limited to all costs, attorney's fees, out of pocket expenses, any & all Parish employee time, and any other expenditure by the Parish to defend, remedy, repair, replace, correct, or cure any condition or liability created or arising out of the actions or omissions to act of the Provider, it's agents, officer, servants, or employees. This includes the payment of any cost or fees of any type or kind incurred by the Parish in defending any lawsuit, complaint, claim, claim filed or arising out of the action or omission to act of the Provider.

U. Provider agrees that it will be responsible for all of its own actual and reasonably related expenses for its on & off-site office work. Provider further agrees that Parish will not be responsible for or in any way liable for Provider's payroll costs, indirect or direct expenses, overhead, or any other amounts associated with Provider's business other than the specific fees & costs generated under the terms of this agreement.

9. TERMINATION AND SUSPENSION

A. Termination for Cause

The Parish may terminate this Contract for cause based upon the failure of the Provider to comply with the terms and/or conditions of the Contract, provided that the Parish shall give the Provider written notice specifying the failure. If within thirty (30) days after receipt of such notice, the Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its sole and exclusive option, place the Provider in default and this contract shall terminate on the date specified in such notice. Work to be performed during this 30-day period shall not proceed without the actual knowledge of the Parish and specifically supervised by the Parish. Any work performed by Provider during this period without the actual knowledge of the Parish and not under the supervision of the Parish shall not be compensated nor honored; Provider specifically waives and forfeits any and all claims to payment, compensation, quantum merit, and/or reimbursement from the Parish of any work performed during this period in violation of this paragraph. Provider agrees and understands specifically that satisfactory performance shall be unilaterally and exclusively determined by the Parish.

B. Termination for Convenience

Notwithstanding any other section herein, the Parish may terminate this contract at any time for any reason whatsoever by giving thirty (30) days written notice to the Provider. The Provider shall be entitled to payment for deliverables in progress; to the extent work has been actually and satisfactorily performed.

C. Right to Cancel

- (1) The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that the paragraph below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.
- (2) Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice.

D. Additional Causes for Termination or suspension:

1. Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice. Parish has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the Parish.
2. By mutual agreement and consent of the parties hereto.
3. By the Parish as a consequence of the Provider's failure to comply with the terms, progress or quality of work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider.
4. By either party upon failure to fulfill its obligations as set forth in this contract
5. In the event of the abandonment of the project by the Parish.
6. A Stop Work Order can be immediately issued by the Parish if they deem it necessary to protect the health, safety, and welfare of the community.

E. Upon termination, the Provider shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.

F. Upon termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and files except the Provider's personal and administrative files.

- G. Should the Parish desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice given by the Parish to that effect, and the work may be reinstated and resumed in full force & effect upon receipt from the Parish of thirty (30) days notice in writing to that effect. Provider shall receive no additional compensation during the suspension period. The parties agree to revisit the terms of this contract during the suspension period which shall not exceed six (6) months, unless mutually agreed upon.
- H. There is a right to cancel by the Parish by giving thirty (30) days notice to Provider and paying undisputed fees due for services on that portion of the work that has been satisfactorily, timely and/or professionally completed, all in the exclusive discretion of the Parish at any time herein.
- I. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel as provided on the fee schedule of the Louisiana Attorney General or in the private sector, whichever is greater. The parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.
- J. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- K. As to the filing of bankruptcy, voluntarily or involuntarily, by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

10. AUDITORS

Notwithstanding other Sections herein, Provider shall maintain all records for a period of three years after the date of final payment under this contract. It is hereby agreed that the Parish Department of Finance or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Provider which relate to this contract. Such audit may be commenced at any reasonable time. Provider agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Provider delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Provider agrees to be liable

for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

11. DISCRIMINATION CLAUSE

Provider agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Provider agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract. Provider agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Provider warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Provider's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to 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. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

12. INDEPENDENT CONTRACTOR

A. While in the performance of services or carrying out obligations herein, the Provider shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Provider arising from the performance of its services under this agreement. The Provider shall not be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the Parish.

B. Provider hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Provider agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment taxes in lieu thereof) and any other applicable federal or state unemployment taxes. Provider agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Provider as independent contractor.

C. Provider further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

D. Provider agrees and acknowledges that it (and its employees) is an **independent contractor** as defined in R.S. 23: 1021 (or any other provision of law) and as such nothing herein shall make Provider an employee of the Parish nor create a partnership between Provider and the Parish.

E. Provider acknowledges exclusion of Workmen's Compensation Coverage. Provider acknowledges of the exclusion of Unemployment Compensation coverage.

F. Provider agrees to a waiver of any and all sick and annual benefits from the Parish. It is expressly agreed and understood between the parties entering into this personal service contract, that Provider, acting as an independent agent, shall not receive any sick and annual leave from the Parish.

13. NOTICES

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

Parish of Ascension: Office of the Parish President
P.O. Box 1659
Gonzales, LA 70707

Provider: (insert company name)

14. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Provider warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this contract on behalf of the corporate entity. The undersigned parties warrant and represent that they each have the respective authority and permission to enter this agreement. The Parish shall require, as an additional provision, that Provider provide a certified copy of a corporate resolution authorizing the undersigned to enter and sign this agreement in the event that Provider is a member of a corporation, partnership, LLC, LLP, and any other juridical entity.

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

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

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

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

D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Consultant's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Consultant will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subConsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subConsultant or vendor as a result of such direction by the Department, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

16. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

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

17. CIVIL RIGHTS

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

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

The Consultant shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

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

A. The work to be performed under 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.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subConsultant is in violation of the regulations in 24 CFR part 135. The Consultant will not subcontract with any subConsultant where the Consultant has notice or knowledge that the subConsultant has been found in violation of the regulations in 24 CFR part 135.

E. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR part 135.

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

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be

given to Indian organizations and Indian-owned Economic Enterprises. Parties to 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).

20. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

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

A. The Consultant 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 Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Consultant will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each sub Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including

discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

22. AGE DISCRIMINATION ACT OF 1975

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

23. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

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

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

In addition to the foregoing requirements, all nonexempt Consultants and subConsultants shall furnish to the owner, the following:

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

24. 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.

25. INSPECTION

The authorized representative and agents of the State of Louisiana and/or any Federal agencies shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

26. REPORTING REQUIREMENTS

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

27. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Consultant shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

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

A. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Consultants shall incorporate foregoing requirements in all subcontracts.

29. COPYRIGHT

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

30. ENERGY EFFICIENCY

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

31. SUBCONTRACTS

A. The Consultant shall not enter into any subcontract with any subConsultant 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.

B. The Consultant shall be as fully responsible to the Owner for the acts and omissions of the Consultant's subConsultants, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Consultant.

C. The Consultant shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subConsultant to the Consultant by the terms of the contract documents insofar as applicable to the work of subConsultants and to give the Consultant the same power as regards terminating any subcontract that the Owner may exercise over the Consultant under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subConsultant and the Owner.

32. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

33. 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.

34. CHANGES

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

35. PERSONNEL

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

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

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

36. ANTI-KICKBACK RULES

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

the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof. Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

37. INTEREST OF CONSULTANT

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

38. POLITICAL ACTIVITY

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

39. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

40. CONFIDENTIAL FINDINGS

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

41. LOBBYING

The Consultant 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 Consultant, 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 Consultant shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This agreement is executed in three (3) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES

Title: Parish President
Ascension Parish Government

Date: _____

WITNESSES

Title: _____
(insert company name)

Date: _____