

On motion of **Ms. Lee-Sheng**, seconded by **Mr. Johnston**, the following resolution was offered:

**RESOLUTION NO. 133529**

A resolution approving the attached RFP Agreement with Bryant Hammett & Associates, LLC and Jefferson Parish to provide construction management and related services for the Parish of Jefferson in accordance with the United States Department of Housing and Urban Development law, regulations, policies, and guidelines under RFP No. 0377. (Parishwide)

**WHEREAS**, the residents of the Parish of Jefferson sustained property damages from the impact of Hurricane Isaac that struck in late August 2012; and,

**WHEREAS**, Jefferson Parish has received funding from the United States Department of Housing and Urban Development for its recovery efforts related to Hurricane Isaac; and,

**WHEREAS**, notwithstanding an extension by HUD, these funds must be expended prior to September 30, 2019 or risk recapture by the federal government; and,

**WHEREAS**, there is insufficient staff within the Jefferson Parish Department of Community Development to properly administer the recovery program within the requirements imposed by the United States Department of Housing and Urban Development; and,

**WHEREAS**, pursuant to Resolution No. 132595 adopted on the 7th day of November, 2018, the Jefferson Parish Council authorized the Purchasing Department to advertise for Request for Proposals to provide construction management services for the Parish of Jefferson in accordance with the United States Department of Housing and Urban Development law, regulations, policies, and guidelines under RFP No. 0377; and,

**WHEREAS**, the Evaluation Committee met on the 15th day of March, 2019; and,

**WHEREAS**, the Council Chairman was notified of the results of the Evaluation Committee by letter dated the 20<sup>th</sup> day of March, 2019; and,

**WHEREAS**, pursuant to Resolution No. 133315, adopted on April 3, 2019, the Jefferson Parish Council selected Bryant Hammett & Associates, LLC to provide construction management and related services for the Parish of Jefferson in accordance with the United States Department of Housing and Urban Development law, regulations, policies, and guidelines under RFP No. 0377.

**WHEREAS**, in accordance with Jefferson Parish Code of Ordinance § 2-895(9) the Administration has negotiated an agreement and is submitting the agreement for ratification by Council resolution prior to execution.

**NOW THEREFORE, BE IT RESOLVED** by the Jefferson Parish Council of Jefferson Parish, State of Louisiana:

**SECTION 1.** That the Jefferson Parish Council does hereby approve the attached RFP Agreement between the Parish of Jefferson and Bryant Hammett & Associates, LLC to provide construction management and related services for the Parish of Jefferson in accordance with the United States Department of Housing and Urban Development law, regulations, policies, and guidelines under RFP No. 0377.

**SECTION 2.** The charges for this service will be charged to account number 21310-1195-139-7331-13124-501.

**SECTION 3.** That the Chairperson of the Jefferson Parish Council, or in his absence the Vice-Chairperson, is hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The resolution having been submitted to a vote, the vote thereon was as follows:


**YEAS: 6**

**NAYS: None**

**ABSENT: None**

The resolution was declared to be adopted on this the 8<sup>th</sup> day of May, 2019.

THE FOREGOING IS CERTIFIED  
TO BE A TRUE & CORRECT COPY

  
EULA A. LOPEZ  
PARISH CLERK  
JEFFERSON PARISH COUNCIL



## AGREEMENT

### BETWEEN

THE PARISH OF JEFFERSON

### AND

BRYANT HAMMETT & ASSOCIATES

THIS AGREEMENT, (the "Agreement") is made and entered into on this 18<sup>th</sup> day of June, 2019 by and between the Parish of Jefferson, State of Louisiana, herein represented by its Council Chairperson, Cynthia Lee-Sheng of the Jefferson Parish Council (hereinafter referred to as PARISH), duly authorized to act by Resolution No. 133315, adopted on the 3rd day of April, 2019, and Resolution No. 133529, adopted on the 8<sup>th</sup> day of May, 2019 Bryant Hammett & Associates, LLC (hereinafter referred to as FIRM), duly authorized to do and doing business in the State of Louisiana, represented herein by Bryant O. Hammett, its Owner/Manager. PARISH and FIRM may be referred to herein as "PARTY," individually, and "PARTIES," collectively.

- 1.0 Administration of Agreement.** All work shall be under the direction of the Director of the Department of Community Development or her designee, hereinafter called MANAGER, and all requests, plans, reports, etc. shall be submitted to it and all approvals and administration of this Agreement shall be through MANAGER.
- 2.0 Scope of Agreement.** FIRM shall provide PARISH construction management and related services, for programs funded by the U.S. Department of Housing and Urban Development, to include but not limited to services related to the Hurricane Isaac Homeowners Assistance Program (HAP) and other similar disaster recovers or disaster resiliency housing programs, (hereinafter, the "Scope of Services"), under the direction of the Jefferson Parish Department of Community Development. Said Scope of Services shall be provided in accordance with the Scope of Services defined in RFP No. 0377, as amended, and FIRM's written proposal, copies of which are on file in the Office of the Chief Buyer for the Parish of Jefferson under RFP No. 0377. Both the RFP No. 0377 and FIRM's written proposal are incorporated herein and made part herewith by reference. FIRM's Scope of Services to be provided shall include but not be limited to: assist with monitoring of plans and construction to ensure compliance with applicable federal, state, and local guidance is met and to ensure all grant funds expended are allocated and expended according to the grant award requirements, as applicable.

FIRM's funded Services shall be linguistically and culturally tailored for the communities served. FIRM is responsible for hiring, training and supervising program staff whose primary responsibility shall be construction management and related services within Jefferson Parish, in accordance with the Scope of Services outlined in Section 2.0(A) of the RFP No. 0377.

FIRM shall ensure the accuracy, timeliness and completion of all services provided under this Agreement. Parties acknowledge and agree that PARISH reserves the right to modify or delete services listed, and if appropriate, add additional services or tasks prior to and during the term of this Agreement, and to retain program management of some programs internally.

### **3.0 Operations.**

- 3.1 Term.** The term of this Agreement shall commence on the ratification of selection of firm through April 3, 2020. The resulting contract may be extended to meet the



period of performance for grant funds as needed. The parties will have the option to exercise a renewal period of one (1) year.

- 3.2 Locations.** FIRM shall operate out of any location deemed necessary by PARISH as provided in the Scope of Services, above. FIRM will provide at its sole cost and expense facilities for approved program staff and will include but not be limited to office space, desks/cubicles, office chairs, personal computer workstations, operating software, internet service, network printers, LAN networking equipment, faxes, copiers, telephones and telephone service, parking, PC/desktop support, and LAN support for approved essential staff. Supplies shall be provided by the selected Proposer at its own cost and included in the hourly rate/ unit costs i.e. postage, stationery, office supplies (pens, paper, notebooks, Post-It notes, scissors, erasers, staplers, binders, file folders, labels, tape, envelopes, toner cartridges, wire communication devices such as cell phones, GPS, wireless cards, etc.).
- 3.3 Hours.** FIRM shall maintain such hours as necessary to meet the requirements of this Agreement.
- 3.4 Efficient and High Quality Operation.** FIRM shall maintain an operation which is efficient and of a level of quality equal to or greater than industry standards.
- 3.5 Products and Necessities.** FIRM shall furnish all working capital, services, inventory, personnel, materials, tools, machinery, equipment and other items necessary to perform FIRM's obligations under this Agreement.
- 3.6 Items.** FIRM shall not advertise its services rendered for Jefferson Parish without prior written consent of PARISH.
- 3.7 Licenses and Permits.** FIRM shall obtain and keep at its own expense all federal, state and local licenses and permits required to be in its name in connection with this Agreement.
- 3.8 Compliance with Law, Rules and Regulation.** FIRM shall comply with all applicable laws, rules and regulations, including but not limited to the required provisions in Attachment B – CDBG Compliance Provisions.
- 3.9 Duty and Responsibilities.** FIRM owes to MANAGER a duty to perform FIRM'S obligation under this agreement with integrity and good faith and in a manner that is in the best interests of the MANAGER and FIRM and consistent with the terms of this Agreement.

#### **4.0 Financial Matters.**

- 4.1 Operating Expenses.** FIRM is responsible for the payment of all operating expenses required as a result of providing Scope of Services herein.
- 4.2 Payments.** PARISH shall pay FIRM monthly, in arrears based on invoices submitted to MANAGER, evidencing the Scope of Services completed, and evidence of expenses incurred, in accordance with the Pricing Schedule submitted to PARISH with FIRM's response to RFP No. 0377. Payment to FIRM shall be on a net thirty (30) basis from the date of receipt of proper invoices by PARISH. The contract cap shall not exceed six hundred sixty-five thousand eight hundred thirty and 00/100 Dollars (\$665,830.00).
- 4.3 Appropriation Dependency.** Agreement is contingent upon the appropriation of federal, state, and/or parish funds to fulfill the requirements of the contract by the Council. If the Federal Government, State, and/or Council fails to appropriate



sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President 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.

**4.3 Performance Bond.** Not required for RFP No. 0377

**5.0 Records, Accounts and Reports.**

- 5.1 Books and Records.** FIRM shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to MANAGER, within Jefferson Parish for a period not to exceed five (5) years after termination of this Agreement, or closeout by the approving agency, whichever occurs last. FIRM shall permit MANAGER and MANAGER's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during FIRM'S normal business office hours, the books and records pertaining to the services provided under this Agreement. MANAGER's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of MANAGER.
- 5.2 Periodic and/or Annual Reports.** At any time, the MANAGER may request that FIRM, with the minimum of ten (10) days written notice, prepare and/or produce a report of the results of operations, as it pertains to this Agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of this Agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

**6.0 Personnel.**

- 6.1 Employees.** FIRM shall employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this Agreement. All persons engaged by FIRM shall be the sole and exclusive employees of FIRM and shall be paid by FIRM. FIRM shall pay all applicable social security, unemployment, workers' compensation and other employment taxes.
- 6.2 Appropriate Personnel.** FIRM shall provide only trained personnel. FIRM'S employees shall conduct themselves at all times in a proper and respectful manner in accordance with MANAGER's employee policy. If MANAGER determines that any employee of FIRM is unsatisfactory in any material respect, MANAGER shall request FIRM to exclude the employee or employees from work under this contract, and FIRM shall so comply with such request.
- 6.3 Non-Discrimination.** FIRM shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color national origin, or disability.
- 6.4 Substitution of Personnel.** FIRM acknowledges that this Agreement is contingent upon the personnel defined in FIRM's written proposal, and that if during the term of this Agreement, FIRM is unable to provide those defined personnel, FIRM shall substitute personnel which shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justifications shall be submitted to PARISH for approval prior to each personnel substitution request, said approval not to be unreasonably withheld conditioned or delayed.



**7.0 Termination or Suspension.** The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed and accepted by PARISH; However, in accordance with the policies and procedures required by Public Law 113-2, including but not limited to the March 5, 2013 Federal Register Notice, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto;
2. By the PARISH as a consequence of the failure of the FIRM to comply with the terms, and/or progress of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the FIRM;
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract;
4. By satisfactory completion of all services and obligations described herein;
5. By recommendations, order, audit or monitoring reports from HUD;
6. In the event of the abandonment of the project by the Parish Council; or
7. By PARISH based upon 30 days written notice to FIRM.

Upon termination, the FIRM shall be paid for actual work performed in accordance with the provisions of this contract and all applicable CDBG requirements 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 and the agreed estimated cost of the terminated work by both parties.

Upon termination under Item 2 above, the FIRM shall deliver to the PARISH certified copies of all original documents, notes, and files, except the FIRM'S personal and administrative files.

Notwithstanding exceptions to the contrary or agreement of the parties, failure to complete the construction management services by the completion date shall subject the FIRM to a \$100/day fine until the services are completed.

**8.0 Notice.** Any communications to be given hereunder by either PARTY to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

PARISH: Cynthia Lee-Sheng  
Council Chairwoman  
Jefferson Parish Council  
200 Derbigny Street, Suite 6200  
Gretna, Louisiana 70053

FIRM: Bryant Hammett & Associates, LLC  
Attention: Bryant O. Hammett  
1104 Dealers Avenue; Suite A  
Harahan, LA 70123

**8.1** Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**9.0 Independent Contractor.** While in the performance of services or carrying out the obligations under this agreement, FIRM shall be acting in the capacity of independent contractor and not as employee of PARISH, and not as partner of, or joint venturer of PARISH. PARISH shall not be obliged to any person, firm or corporation for any obligations of FIRM arising from the performance of their services under this Agreement.

The PARTIES hereto acknowledge and agree that PARISH shall not:

- a. withhold federal or state income taxes;
  - b. withhold federal social security tax (FICA);
  - c. pay federal or state unemployment taxes for the account of FIRM; or
  - d. pay workers' compensation insurance premiums for coverage for FIRM.
- 9.1 FIRM agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes.
- 9.2 FIRM agrees to indemnify and hold PARISH harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from PARISH'S treatment of FIRM as an independent contractor. FIRM 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.
- 10.0 **Insurance.** FIRM shall secure and maintain at its expense such insurance that will protect it, and PARISH, from claims under the Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to PARISH and shall provide that insurance shall not be canceled without notice of cancellation given to the Parish of Jefferson, in writing, on all of the required coverage provided to Jefferson Parish. All notices will name FIRM, and identify the Council Resolution approving the terms of this Agreement. PARISH may examine the policies at any time and without notice.
- 10.1 All policies and certificates of insurance of the firm shall contain the following clauses:
- a. FIRM insurers will have no right of recovery or subrogation against PARISH, 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.
  - b. PARISH shall be named as additional insured as regards to general liability and automobile liability with respect to negligence by FIRM.
  - c. The insurance company(ies) issuing the policy or policies shall have no recourse against PARISH for payment of any premiums or for assessments under any form of policy.
  - d. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of FIRM.
- 10.2 Prior to the execution of this Agreement, FIRM shall provide at its own expense, proof of the following insurance coverage required by the contract to PARISH 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 A:VI.
- a. In the event FIRM hires workers within the State of Louisiana it shall obtain Workers' Compensation Insurance. As required by Louisiana State Statute exception, employer's liability shall be at least \$1,000,000.00 per occurrence when work is to be over water and involves maritime exposures; otherwise this limit shall be no less than \$500,000.00 per occurrence.
  - b. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.
  - c. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include coverage for bodily injury and property damage.



- 10.3** All policies of insurance shall meet the requirements of PARISH prior to the commencing of any work. PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to PARISH as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to PARISH, FIRM shall promptly obtain a new policy, submit the same to PARISH for approval and submit a certificate thereof as provided above.
- 10.4** Upon failure of FIRM to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of PARISH, may be forthwith declared suspended, discontinued or terminated. Failure of FIRM to take out and/or to maintain insurance shall not relieve FIRM from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of FIRM concerning indemnification.
- 11.0 Indemnification.** FIRM shall indemnify and hold harmless PARISH against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for loss of life or injury or damages to person or property in connection with the services required to be performed by FIRM under this Agreement. Further, FIRM hereby agrees to indemnify PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. FIRM further agrees to pay all reasonable expenses and attorney's fees incurred by PARISH in establishing the right to indemnity pursuant to the provisions of this Section.
- 12.0 Non-exclusivity.** FIRM acknowledges and agrees that the rights and obligations conferred and contained herein shall be non-exclusive in nature, and PARISH makes no representations or warranties to the contrary.
- 13.0 Covenant against Contingent Fees.** FIRM warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for FIRM, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for FIRM, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, PARISH shall have the right to annul this Agreement without liability.
- 14.0 Assignment.** This Agreement shall be binding upon the successors and assigns for the PARTIES hereto. This Agreement being for the personal services of FIRM, shall not be assigned or subcontracted in whole or in part by FIRM as to the services to be performed hereunder without the written consent of PARISH, in PARISH'S sole discretion.
- 15.0 Governing Law and Jurisdiction.** This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. FIRM hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana.
- 16.0 Inspector General.** It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission, and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-

155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

**17.0 Severability.** If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be amended, it will be deemed to be deleted. Such amendment or deletion shall not affect the validity of any other provisions of this Agreement.

**18.0 Entire Agreement and Amendment.** This Agreement represents the entire Agreement between PARISH and FIRM. This Agreement may only be amended in writing by authority of a Jefferson Parish Council Resolution, and must be signed by both PARISH and FIRM.

**19.0 Order of Precedence.** Should there be any conflict among the contract documents, the RFP and FIRM's proposal, the following order of precedence shall govern the resolution of the conflict:

- 1) This Agreement;
- 2) RFP 0377 and addenda;
- 3) Resolution No. 113646; and
- 4) FIRM's written proposal;

IN TESTIMONY WHEREOF, this Agreement is fully executed in four (4) originals, the day and year first above written.

**DATE:**

**PARISH OF JEFFERSON**

6-18-19

By: 

Cynthia Lee-Sheng, Chairwoman  
Jefferson Parish Council

**DATE:**

**BRYANT HAMMETT & ASSOCIATES,  
LLC**

6/18/19

By: 

Bryant O. Hammett  
Owner/ Manager



## CDBG COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPORTUNITY (Equal Opportunity Clause)
2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968- COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
6. SECTION 503 OF THE REHABILITATION ACT OF 19736 (29 USC 793)
7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
8. AGE DISCRIMINATION ACT OF 1975
9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
10. FLOOD DISASTER PROTECTION
11. ACCESS TO RECORDS – MAINTENANCE OF RECORDS
12. INSPECTIONS
13. REPORTING REQUIREMENTS
14. CONFLICT OF INTEREST
15. ACTIVITES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
16. PATENTS
17. COPYRIGHT
18. ENERGY EFFECIENCY
19. SUBCONTRACTS
20. DEBARMENT, SUSPENSION, AND INELIGIBILITY
21. BREACH OF CONTRACT TERMS
22. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
23. CHANGES
24. PERSONNEL
25. ANTI-KICKBACK RULES
26. ASSIGNABILITY
27. INTEREST OF CONTRACTOR
28. POLITICAL ACTIVITY
29. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
30. DISCRMINATION DUE TO BELIEF
31. CONFIDENTIAL FINDINGS
32. LOBBYING
33. FEDERAL LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION
34. TERMINATION FOR CONVENIENCE AND CAUSE
35. PROCUREMENT OF RECOVERED MATERIALS

### **1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**



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

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

- A. The Contractor will not discriminate against any employee or application for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of 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 Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## **2. CERTIFICATION OF NONSEGREGATED FACILITIES**

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

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

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

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

## **3. CIVIL RIGHTS**

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



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

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

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

- A. The work to be performed under 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 direct 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 contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applications for training and employment position can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of 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 contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

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

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or application for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.



- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

**8. AGE DISCRIMINATION ACT OF 1975**

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

**9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

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

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

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

- A. A Stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

**10. FLOOD DISASTER PROTECTION**

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 required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

**11. ACCESS TO RECORDS – MAINTENANCE OF RECORDS**

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examination, 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.

## **12. INSPECTION**

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

## **13. REPORTING REQUIREMENTS**

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

## **14. CONFLICT OF INTEREST**

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

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

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

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

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

## **16. PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material and costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or material or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

## **17. COPYRIGHT**

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

## **18. ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation



**19. SUBCONTRACTS**

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

**20. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

**21. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**22. 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 of 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.

**23. CHANGES**

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

**24. PERSONNEL**

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

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

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

**25. ANTI-KICKBACK RULES**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractor thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**26. ASSIGNABILITY**

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



**27. INTEREST OF CONTRACTOR**

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

**28. POLITICAL ACTIVITY**

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

**29. 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.

**30. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any application for participation in such program because of political affiliation or beliefs.

**31. CONFIDENTIAL FINDINGS**

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

**32. LOBBYING**

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

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

**33. FEDERAL LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**

The Contractor shall abide by the requirements of the Federal Labor Standards Provisions (HUD-4010). This includes, but is not limited to, Davis-Bacon and Related Acts and the Contract Work Hours and Safety Standards Act.

**Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate

of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Effective August 1, 2016, in all contracts covering federally financed and assisted construction (also labor standards provisions applicable to nonconstruction contracts subject to the Contract Work Hours and Safety Standards Act) shall contain provisions that the amounts of civil penalties assessed or enforced for liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of the Federal Civil Penalties Inflation Adjustment Act of 1990 as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015 (Inflation Adjustment Act).

#### **34. TERMINATION FOR CONVENIENCE AND CAUSE**

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. Clauses relating to termination shall be addressed in a separate document.

#### **35. PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provision of 40 CFR Part 247 in the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/epawaste/conservation/tools/cpg/products/](http://www.epa.gov/epawaste/conservation/tools/cpg/products/). Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price



**Request for Proposal**

**AFFIDAVIT**

**STATE OF** Louisiana

**PARISH/COUNTY OF** East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared:  
Bryant O. Hammett, Jr, (Affiant) who after being by me duly sworn,  
deposed and said that he/she is the fully authorized owner/manager of  
Bryant Hammett & Associates, LLC (Entity), the party who submitted a proposal in response to RFP  
Number 0377, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A X Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B        there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B X \_\_\_\_\_ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B X \_\_\_\_\_ there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and



That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A X Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B \_\_\_\_\_ There are **NO** subcontractors which would require disclosure under Choice A of this section.


  
\_\_\_\_\_  
Signature of Affiant

Bryant O. Hammett, Jr

\_\_\_\_\_  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

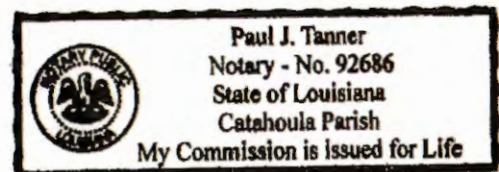
ON THE 2<sup>nd</sup> DAY OF January, 2019.

  
\_\_\_\_\_  
Notary Public  
Paul J. Tanner

\_\_\_\_\_  
Printed Name of Notary

54175  
\_\_\_\_\_  
Notary/Bar Roll Number

My commission expires upon death



Subcontractors

ECM Consultants, Inc

TNR, LLC



Campaign Contribution Affidavit: the following contributions were made in the time period requested:

- Jefferson Parish Councilmember Paul Johnston
  - November 30, 2016 - \$1,000
  - June 8, 2017 - \$1,000
  - July 27, 2017 - \$500
  - March 20, 2018 - \$1,000
- Jefferson Parish Councilmember-at-Large Chris Roberts
  - November 18, 2015- \$5,000
  - February 16, 2016 - \$500
  - August 8, 2017 - \$500
  - December 18, 2017 - \$1,000
  - July 13, 2018 - \$500
- Jefferson Parish Councilmember Cynthia Lee Sheng
  - April 30, 2018 - \$1,000
  - November 19, 2018 - \$1,000
- Jefferson Parish Councilmember Ricky Templet
  - May 2, 2017 - \$500
  - August 8, 2017 - \$1,000
  - November 1, 2017 - \$1,000
  - May 7, 2018 - \$500
  - July 11, 2018 - \$500
- Jefferson Parish Councilmember Jennifer Van Vrancken
  - December 7, 2015 - \$1,000
  - January 25, 2017 - \$1,000
  - June 14, 2017 - \$500
  - May 9, 2018 - \$500
  - October 22, 2018 - \$500
- Jefferson Parish Councilmember Mark Spears
  - March 3, 2016 - \$1,000
  - December 14, 2016 - \$1,000
  - April 3, 2017 - \$500
  - May 26, 2017 - \$500
  - August 8, 2017 - \$500
  - August 29, 2018 - \$1,000
- Jefferson Parish President Michael S. Yenni
  - December 14, 2015 - \$2,000
  - April 27, 2016 - \$500
  - May 2, 2017 - \$500
  - November 1, 2017 - \$500
  - May 10, 2018 - \$500
  - October 22, 2018 - \$1000
- Jefferson Parish Councilmember Dominick Impastato
  - October 22, 2018 - \$1000

**Request for Proposal**

**AFFIDAVIT**

**STATE OF** Louisiana

**PARISH/COUNTY OF** Jefferson

BEFORE ME, the undersigned authority, personally came and appeared:  
Kazem Alikhani, P.E., (Affiant) who after being by me duly sworn,  
deposed and said that he/she is the fully authorized Chief Executive Officer of  
ECM Consultants, Inc. (Entity), the party who submitted a proposal in response to RFP  
Number 0377, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

**Choice A** x Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

**Choice B**        there are **NO** campaign contributions made which would require disclosure under Choice A of this section.



Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B   X   There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B   X   there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

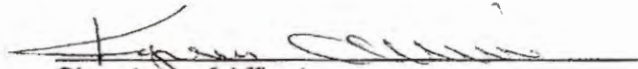
Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.


Choice B x There are **NO** subcontractors which would require disclosure under Choice A of this section.

  
Signature of Affiant

Kazem Alikhani  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 2nd DAY OF JANUARY, 2019.

  
Notary Public

Geoffrey J. Zimmer  
Printed Name of Notary

#085353  
Notary/Bar Roll Number

My commission expires until 2022.



# **List of Contributions for January 2, 2017 through January 2, 2019**

## **ECM Consultants, Inc.**

President/Owner: Ujjal DasGupta

<u><b>Date</b></u>	<u><b>Parish President (Present)</b></u>	<u><b>Amount</b></u>
11/6/2017	Mike Yenni	\$500.00
5/8/2018	Mike Yenni	\$500.00
10/23/2018	Mike Yenni	\$1,000.00

<u><b>Date</b></u>	<u><b>Council Member</b></u>	<u><b>Amount</b></u>
4/4/2017	Ben Zahn	\$500.00
11/16/2017	Ben Zahn	\$500.00
12/11/2018	Ben Zahn	\$500.00
3/1/2017	Chris Roberts	\$1,000.00
8/7/2017	Chris Roberts	\$500.00
12/15/2017	Chris Roberts	\$1,000.00
7/16/2018	Chris Roberts	\$500.00
7/28/2017	Mark Spears	\$500.00
5/26/2017	Paul Johnston (in kind donation)	\$1,515.50
1/20/2017	Paul Johnston (in kind donation)	\$1,175.16
1/10/2017	Paul Johnston	\$500.00
3/20/2018	Paul Johnston	\$1,000.00
11/27/2018	Paul Johnston	\$1,000.00
4/27/2018	Cynthia Lee Sheng	\$1,000.00
11/27/2018	Cynthia Lee Sheng	\$1,000.00
4/27/2017	Ricky Templet	\$500.00
8/4/2017	Ricky Templet	\$500.00
8/10/2017	Ricky Templet	\$500.00
5/15/2018	Ricky Templet	\$500.00
7/16/2018	Ricky Templet	\$500.00
1/25/2017	Jennifer VanVranken	\$1,000.00
6/1/2017	Jennifer VanVranken	\$500.00
5/16/2017	Jack Rizzuto	\$750.00
8/16/2017	Jack Rizzuto	\$500.00
2/8/2017	Dominick Impastato (Pre Election)	\$500.00
5/19/2017	Dominick Impastato (Pre Election)	\$1,000.00
7/11/2017	Dominick Impastato (Pre Election)	\$500.00
10/19/2017	Dominick Impastato	\$1,000.00
4/30/2018	Dominick Impastato	\$1,000.00

## **Tusk Group, LLC**

<u><b>Date</b></u>	<u><b>Council Member</b></u>	<u><b>Amount</b></u>
1/30/2017	Mark Spears	\$1,000.00
8/1/2018	Mark Spears	\$1,000.00
1/10/2017	Paul Johnston	\$500.00
8/10/2017	Dominick Impastato (Pre Election)	\$500.00

## **Exalt Real Estate Group, LLC**

<u><b>Date</b></u>	<u><b>Council Member</b></u>	<u><b>Amount</b></u>
6/9/2017	Jennifer VanVranken	\$500.00
4/30/2018	Jennifer VanVranken	\$1,000.00
11/5/2018	Jennifer VanVranken	\$1,000.00
10/3/2017	Dominick Impastato (Pre Election)	\$500.00
10/23/2018	Dominick Impastato	\$250.00
7/28/2017	Mark Spears	\$500.00
12/6/2017	Mark Spears	\$500.00
12/18/2017	Mark Spears	\$1,500.00
10/29/2018	Ricky Templet	\$1,500.00
1/26/2018	Paul Johnston	\$1,000.00
9/5/2018	Paul Johnston	\$1,000.00
12/6/2018	Paul Johnston	\$1,000.00

**Request for Proposal**

**AFFIDAVIT**

**STATE OF** Louisiana

**PARISH/COUNTY OF** East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared:  
Elizabeth Tanner, (Affiant) who after being by me duly sworn,  
deposed and said that he/she is the fully authorized owner/manager of  
TNR, LLC (Entity), the party who submitted a proposal in response to RFP  
Number 0377, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.



Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B X There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B X there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B X There are NO subcontractors which would require disclosure under Choice A of this section.

Elizabeth H. Tanner  
Signature of Affiant

Elizabeth Tanner

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 3<sup>rd</sup> DAY OF January, 2019.

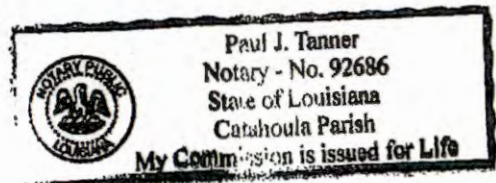
Paul J. Tanner  
Notary Public

Paul J. Tanner

Printed Name of Notary

34175  
Notary/Bar Roll Number

My commission expires upon death.





ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ross & Yerger Insurance, Inc. P.O. Box 1139 Jackson, MS 39215 601 948-2900	<b>CONTACT NAME:</b> Deanna Boyles <b>PHONE (A/C, No, Ext):</b> 601 948-2900 <b>FAX (A/C, No):</b> 6013553227 <b>E-MAIL ADDRESS:</b> dboyles@rossandyerger.com														
<b>INSURED</b> Bryant Hammett & Associates, LLC 6885 Hwy 84 West Ferriday, LA 71334	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ohio Casualty ins. Co/Liberty Mutual</td> <td></td> </tr> <tr> <td>INSURER B : Louisiana Workers' Compensation Corp.</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Casualty ins. Co/Liberty Mutual		INSURER B : Louisiana Workers' Compensation Corp.		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER F :															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKO1956906357	10/01/2018	10/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAO195690635	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			USO1956906357	10/01/2018	10/01/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	32849B	09/12/2018	09/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rented Equipment			BKO1956906357	10/01/2018	10/01/2019	\$100,000 Limit \$1,000 Ded. Except \$5,000 Wind/Hail Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability and Automobile Liability include Blanket Additional Insured when required by written contract. General Liability Blanket Additional Insured is Primary and Non-Contributory when required by written contract. General Liability, Automobile Liability, and Workers Compensation include Blanket Waiver of Subrogation when required by written contract. All coverages are subject to policy terms, conditions, and exclusions.

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Parish of Jefferson, its Districts, Departments and Agencies 1221 Elmwood Park Blvd. Suite 605 Jefferson, LA 70123	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Dudley A. Wootley</i>
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## DESCRIPTIONS (Continued from Page 1)

Complete Name of Certificate Holder is: The Parish of Jefferson, its Districts, Departments and Agencies  
under the direction of the Parish President and Parish Council  
RE: Resolution #133529



## INSURANCE REQUIREMENTS

BHA, as prime, meets all insurance requirements set forth in Attachment A of Request for Proposal No. 0377. BHA shall include TNR, LLC, as subcontractor, under its policies for this contract. ECM's, as subcontractor, certificate of insurance is attached. Please see certificates following this page. Upon award, the Team will provide final certificates, naming the Parish as additional insured. These requirements include:

- Worker's Compensation Insurance
  - A minimum of \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act
  - A minimum of \$500,000 per occurrence otherwise
  - Deductible: \$0
  - *Please see following certificate of insurance*
- Commercial General Liability
  - A minimum of \$1,000,000 Combined Single Limit per occurrence for bodily injury and property damage
  - Deductible: \$2,500
  - *Please see following certificate of insurance*
- Comprehensive Automobile Liability
  - A minimum of \$1,000,000 each person, each occurrence for bodily injury liability
  - A minimum of \$1,000,000 each occurrence for property damage liability
  - Deductible: \$500
  - *Please see following certificate of insurance*
- Umbrella Liability Coverage
  - To be used to meet minimum requirements
  - \$4,000,000 each occurrence/aggregate
  - Deductible: \$10,000
  - *Please see following certificates of insurance*



ECMCONS-01

CBECHTEL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gillis, Ellis & Baker, Inc. 1615 Poydras Street Suite 700 New Orleans, LA 70112	<b>CONTACT NAME:</b> Elizabeth McAulay	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b> (504) 587-0766
<b>INSURED</b>  ECM Consultants, Inc. 4409 Utica Street, Suite 200 Metairie, LA 70006	<b>E-MAIL ADDRESS:</b> lmcaulay@gillis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Valley Forge Insurance Company	
	<b>INSURER B:</b> Continental Casualty Company	
	<b>INSURER C:</b> National Fire Insurance Company of Hartford	
	<b>INSURER D:</b> Admiral Insurance Company	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			4025684239	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 15,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
a	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			6050374812	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			4025684788	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 5,000,000				
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		\$				
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4025684693	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			EO00003294603	3/26/2018	3/26/2019	General Aggregate \$ 2,000,000
D	Errors & Omissions			EO00003294603	3/26/2018	3/26/2019	Per Claim Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council are listed as Certificate Holders. Additional Insured endorsement in favor of the certificate holder with regards to the General Liability & Auto Liability policies, as required by written contract with the insured.

## CERTIFICATE HOLDER

## CANCELLATION

Jefferson Parish Department of Community Development  
1221 Elmwood Park Blvd.  
Suite 605  
Jefferson, LA 70123

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# JEFFERSON PARISH LOUISIANA

OFFICE OF THE COUNCIL

R. Tru 6/21/19

## PARISH COUNCIL

June 19, 2019

### CYNTHIA LEE-SHENG

Chairwoman, At- Large, Div. B

### KEITH CONLEY

Councilman, At- Large, Div. A

### RICKY J. TEMPLET

Council District 1

### PAUL D. JOHNSTON

Council District 2

### MARK D. SPEARS

Council District 3

### DOMINICK F. IMPASTATO III

Council District 4

### JENNIFER VAN VRANCKEN

Council District 5

### WESTBANK

POST OFFICE BOX 9

GRETNA, LA 70054

(504) 364-2600

### EASTBANK

POST OFFICE BOX 10242

JEFFERSON, LA 70181-0242

(504) 736-6600

### SONNY BURMASTER

Chief of Staff

### EULA A. LOPEZ

Parish Clerk

OFFICE OF THE CLERK

200 DERBIGNY ST.

SUITE 6700

GRETNA, LA 70054

(504) 364-2626

Ms. Tamithia Shaw, Director  
Dept of Community Development  
Yenni Bldg., Suite 605  
Jefferson, LA

Dear Ms. Shaw:

Enclosed for your records is an Agreement with **Bryant Hammett & Associates, LLC.** for construction management and related services, for the Department of Community Development, as authorized by Resolution No. 133529 adopted by the Council on Wednesday, May 8, 2019.

Yours truly,

Eula A. Lopez, Parish Clerk  
Jefferson Parish Council

EAL/gl

Enclosure