

JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT (JEDCO)

March 27, 2025

The following resolution was offered by Stephen Robinson and

seconded by Mayra Pineda:

RESOLUTION

A resolution approving the form of and authorizing the execution of an agreement for professional engineering and design services for the Greater New Orleans Food & Beverage Incubator between the Jefferson Parish Economic Development and Port District (JEDCO) and Eskew Dumez Ripple.

WHEREAS, JEDCO is a political subdivision of the State of Louisiana, created in Jefferson Parish with the mission to build a resilient, equitable, diverse and competitive economy by driving the retention and creation of quality jobs, entrepreneurship, innovation, and investment in Jefferson Parish; and

WHEREAS, JEDCO has identified the need for professional engineering and design services related to the Greater New Orleans Food & Beverage Incubator, a facility that will serve as a commercial kitchen space, business incubator, and contract packaging hub for food and beverage startups and small businesses in the region; and

WHEREAS, the Greater New Orleans Food & Beverage Incubator will be located at Churchill Technology & Business Park on the West Bank of Jefferson Parish, addressing a critical regional need for commercial manufacturing kitchen space, technical assistance, and business development services for small food and beverage businesses; and

WHEREAS, the need for this incubator was identified through an in-depth planning analysis and needs assessment conducted by JEDCO in partnership with the Louisiana Small Business Development Center (LSBDC) and Greater New Orleans, Inc. (GNO, Inc.), which determined that the lack of commercial manufacturing kitchen space and support services was a significant barrier to business growth, particularly following the closure of the Edible Enterprises Food Manufacturing Incubator due to Hurricane Ida; and

WHEREAS, the proposed incubator aligns with the regional Comprehensive Economic Development Strategy (CEDS) and Jefferson Parish's long-term economic development strategic plan, The Jefferson EDGE, supporting job creation, workforce development, and food manufacturing innovation in Jefferson Parish; and

WHEREAS, the Greater New Orleans Food & Beverage Incubator will provide critical resources such as an approved food and beverage manufacturing facility for tenants, training in business development, and allowing small food entrepreneurs to scale their wholesale production efficiently and affordably; and

WHEREAS, Eskew Dumez Ripple, an architectural and design firm with a strong record in innovative facility design, has been selected to lead the engineering and design efforts to ensure that the incubator meets the needs of emerging food businesses and conforms to industry and regulatory standards approved by the Louisiana Food and Drug Unit; and

WHEREAS, JEDCO has secured funding through the Economic Development Administration (EDA) 2023 Disaster Supplemental Funding to support the design, engineering, and construction of this facility, with additional financial support from Jefferson Parish and state partners.

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the Board of Commissioners of the Jefferson Parish Economic Development and Port District that the Chairman and Vice-Chairman, or any either of them acting independently, are hereby authorized to execute the agreement for an amount not to exceed \$398,274.00 for professional engineering and design services for the Greater New Orleans Food & Beverage Incubator between JEDCO and Eskew Dumez Ripple in substantially the form as attached to this resolution, together with such changes as are approved by counsel to JEDCO.

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

YEAS: 8

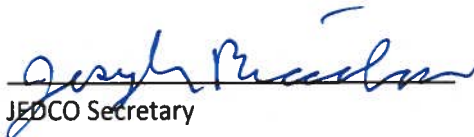
NAYS: 0

ABSENT: 3

ABSTAINING: 0

And the resolution was declared adopted on this 27th day of March, 2025.

Attested by:
Joseph Riccobono


JEDCO Secretary

On motion of **Mr. Lee**, seconded by **Mr. Walker**, the following resolution was offered:

RESOLUTION NO. 146260

A resolution approving an Agreement between Jefferson Parish Economic Development and Port District and Eskew+Dumez+Ripple, A Professional Corporation for professional services in connection with a new food incubator in Churchill Technology and Business Park at a cost not to exceed \$398,274.00. (Council District 3)

WHEREAS, the Jefferson Parish Economic Development and Port District ("JEDCO") is a body politic and political subdivision of the State of Louisiana, created in the Parish of Jefferson, under and pursuant to the provisions of Chapter 20, Title 34 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 34:2021 *et seq.*) (the "JEDCO Act"); and

WHEREAS, JEDCO is authorized by the JEDCO Act, and specifically La. R.S. 34:2033, to perform the functions of an economic and industrial development entity, including fostering and supporting economic and industrial development and education in cooperation with private business enterprises, financial institutions, educational institutions, nonprofit institutions and organizations, state government and political subdivisions of the state, the federal government, and other organizations or persons concerned with research, development, education, commercial application, and economic or industrial development in ways which increase the economic base in its jurisdiction, and JEDCO is further authorized to engage in whatever activities and projects it deems most appropriate to encourage and assist economic growth and development in accordance with and pursuant to provisions of the foregoing; and

WHEREAS, JEDCO intends to construct a new state-of-the-art food and beverage incubator in the Churchill Technology and Business Park (the "Project"), which is to be funded by a combination of federal and local dollars; and

WHEREAS, following a request for qualifications, JEDCO has selected the firm of Eskew+Dumez+Ripple, A Professional Corporation to perform necessary professional services in connection with the Project; and

WHEREAS, pursuant to JEDCO's bylaws, Jefferson Parish Council approval is required for professional service contracts in excess of \$250,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish, that:

SECTION 1. That the Agreement between Jefferson Parish Economic Development and Port District and Eskew+Dumez+Ripple, A Professional Corporation for professional services in connection with a new food incubator in Churchill Technology and Business Park at a cost not to exceed \$398,274.00 is hereby approved.

SECTION 2. That the costs associated with this Agreement shall be funded by Jefferson Parish Economic Development and Port District.

SECTION 3. That the Chairman of the Jefferson Parish Council, or in his absence the Vice Chairman, is hereby authorized to sign any and all documents necessary to give effect to this resolution.

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

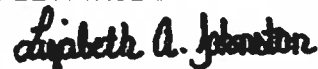
YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the **9th day of April, 2025.**

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



LIZABETH A. JOHNSTON
PARISH CLERK
JEFFERSON PARISH COUNCIL

**AGREEMENT
BETWEEN
JEFFERSON PARISH ECONOMIC DEVELOPMENT AND PORT DISTRICT
AND
ESKEW+DUMEZ+RIPPLE, A PROFESSIONAL CORPORATION**

This Agreement is made and entered into as of the date of full execution by the parties, as evidenced by the electronic signatures, by and between Jefferson Parish Economic Development and Port District, hereinafter called the "OWNER" or "JEDCO", represented by Gerald Bologna, its President and Chief Executive Officer, duly authorized to act pursuant to JEDCO Resolution adopted on March 27, 2025, and Jefferson Parish Council Resolution No. 146260, approving this Agreement, adopted on the 9th day of April, 2025 and ESKEW+DUMEZ+RIPPLE, A Professional Corporation, a firm licensed in the State of Louisiana, hereinafter called the "FIRM", represented by Jose Alvarez, Principal.

All work shall be under the direction of OWNER's Director of Facilities and Information Technology, hereinafter called the DIRECTOR, and all plans, specifications, etc. shall be submitted to him and all approvals and administration of this contract shall be through him.

As provided in this Agreement, the FIRM will provide professional services for the following project (the "Project"):

SECTION 1. THE PROJECT

The OWNER hereby contracts with the FIRM to perform all necessary professional services in connection with the Project defined as follows:

The Project includes a new 15,000 square foot state-of-the-art food and beverage incubator in Churchill Technology and Business Park. The new facility will include three commercial food manufacturing wholesale kitchens plus other production spaces. Also included will be a separate large focal lobby with event space, café, demonstration kitchen. There will be other areas for dry storage, refrigeration and walk-in freezer storage. A loading dock, offices and a classroom are also part of this building. Additionally, the project includes site preparation, adding/improving parking, utility infrastructure extensions to the facility, site lighting and exterior space (including exterior courtyards and food truck parking).

SECTION 2. SERVICES

The FIRM shall provide all basic services required to complete the project including all necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this Agreement, including attendance by the FIRM at project conferences and public hearings.

A. **EVALUATION PHASE:**

Not applicable.

B. **PRELIMINARY PHASE:**

1. Prepare/provide topographic survey.
2. Provide written notice to all utility companies (private and public) about the project and request utility "as-built" information from them.
3. Coordinate with utility companies to locate existing utilities (private and public) affected by the project and locate and define such utilities sufficiently to enable proper plans to be made to modify such utilities to fit the project, if necessary.
4. Plot information obtained from survey on proper plans.
5. Submit preliminary plans to DIRECTOR for review and approval.
6. Prepare a preliminary cost estimate outlining all expected items of work and current unit prices for these items.
7. Supervise any required subsurface explorations such as borings and soil tests to determine amounts of rock excavation or foundation conditions.

C. **DESIGN PHASE:**

1. Prepare detailed construction plans, specifications and contract documents. These plans are to include locations of all utilities affected, and ownership and taking lines of rights-of-way where required. The existence and ownership of any existing utilities

shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the topographic survey. At the earliest time at which the state of completion of the plans will allow an effective review of the design work, sufficient sets of plans and specifications shall be furnished the DIRECTOR for examination. Upon receipt by the FIRM of comments by the DIRECTOR, the FIRM shall revise and complete the plans.

2. Prepare necessary applications for permits for submission to and approval of local, state, and federal authorities (if needed).
3. Prepare a detailed Final Cost Estimate.
4. Coordinate with proper utility companies the adjustment, relocation or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.

D. BIDDING PHASE:

1. Assist the OWNER in obtaining bids, attend bid opening, make tabulation and analysis of bids received, make recommendations and render assistance in award of contracts.
2. Furnish sufficient sets of plans and specifications as needed by OWNER and bidders for the bid process.
3. Prepare and distribute all necessary addenda.

E. CONSTRUCTION PHASE:

1. Prepare formal contract documents for the execution of the construction contract.
2. Provide a competent Architect and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of full-time inspection services, but shall include periodic job visits by the Project Engineer or Architect as are necessary.
3. The FIRM is not responsible for construction means, methods, techniques, sequences or procedures, as for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the FIRM.
4. Establish construction monuments, project baseline, and benchmarks as necessary.
5. Coordinate with owners of utilities for relocation of their facilities (if necessary) to clear the site for construction.
6. Require and review tests of materials necessary for the project.
7. Determine contract pay quantities, including necessary materials checking.
8. Verify and approve contractor's pay estimates and submit same to DIRECTOR.
9. Prepare progress reports for the DIRECTOR not less frequently than quarterly covering the general progress of the job and describing any problems or factors contributing to delay.
10. Prepare detailed drawings as necessary to supplement the construction drawings.
11. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
12. Make sufficient visits to the project site to determine, in general, if the work is proceeding in accordance with the construction contract.
13. Perform final inspection and make a recommendation for acceptance.
14. Verify and approve Testing Laboratory pay estimates and submit same to DIRECTOR.
15. Prepare all necessary documentation required for construction change orders.
16. Prepare written recommendation for all required changes to plans and specifications during construction.
17. Attend JEDCO meetings and other meetings, as necessary, to discuss issues associated with the project.

F. RECORD DRAWINGS:

1. The FIRM shall furnish "RECORD" drawings, based on information provided by the contractor, on CD in both ACAD and PDF formats, and on Mylar. The FIRM shall also furnish 3 photocopies of "RECORD" drawings acceptable to OWNER.

G. PROJECT SCHEDULE:

1. Program Scope/Cost Alignment: 2 weeks
2. Schematic Design: 4 weeks
3. Design Development: 8 weeks

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|------------------------------------|-----------------|
| 4. Construction Documents: | 8 weeks |
| 5. Permitting/Bidding Negotiation: | 8 weeks |
| 6. Construction Administrations: | 18 months (NTE) |

SECTION 3. DOCUMENTS

The FIRM shall furnish to the DIRECTOR sufficient sets of drawings, specifications and contract documents for checking and approval at each review stage of the PROJECT and eight (8) sets for the OWNER's records after receipt of bids. The FIRM shall also furnish sufficient sets of plans, specifications and contract documents for the receipt of competitive bids and the construction of the project.

All data collected by the FIRM and all documents, notes, drawings, tracings, and files shall remain the property of the FIRM except as otherwise provided in SECTION 10 of this Agreement. The FIRM shall furnish to the DIRECTOR copies of any project documents requested by the DIRECTOR. Notwithstanding any provision of this Agreement to the contrary, the PARTIES acknowledge and agree that the ownership and use of any and all plans, designs, specifications, or other construction documents resulting from this Agreement shall be in accordance with La. R.S. 38:2317.

The OWNER shall furnish without charge all standard plans and specifications and any other information, which the OWNER now has in its files, which may be of use to the FIRM.

The FIRM shall use the most current version of the standard forms of documents adopted and specified by the OWNER in the performance of the Design Phase and Bidding Phase of this contract. These documents include, but shall not be limited to, the Agreement, the General and Supplementary Conditions, the Invitation to Bid, the Instruction to Bidders, bid forms, Jefferson Parish Standard Drawings, and any other related documents specified by the OWNER for a particular project. This obligation with respect to the OWNER's contract documents is subject to the indemnity provisions contained in Section 12. Notwithstanding anything to the contrary in this Section 3 or in any other provision of this contract, none of the contract documents provided by the OWNER are or will become the property of the FIRM, but shall remain the property of the OWNER to the extent the OWNER has a property interest therein.

SECTION 4. SUPPLEMENTARY SERVICES

The FIRM shall provide, when requested in writing by the DIRECTOR, supplementary services not included in the basic services.

Such supplementary services shall include the following:

- A. Soils investigations.
- B. Laboratory inspection of materials and equipment.
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents.
- D. Any major revisions, for which the FIRM is not responsible, that are authorized by the OWNER after the completion and approval of either the preliminary or final plans and specifications.
- E. Services concerning replacement of any work damaged by fire or other causes during construction.
- F. Services made necessary by the default of the contractor in the performance of the construction contract.
- G. Serving as an expert witness in connection with court proceedings.
- H. Traffic Engineering.
- I. Topographic Survey.
- J. Preparation of Environmental Assessment documents and/or Environmental Permits.
- K. If all or part of the work is to be financed by a Federal or State Grant, the FIRM shall assist the OWNER in the preparation of the Grant application and with the Grant Administration.
- L. Furniture, Fixtures, and Equipment for Office, Meeting Spaces, Café, and Outdoor Plaza.
- M. Professional renderings.
- N. Hazardous materials survey and abatement.
- O. Information technology, audio/visual, security and access control design/specifications.
- P. Acoustical/sound consultant.
- Q. Lighting consultant.

The compensation to the FIRM for the above supplemental services, when performed by the FIRM's forces, shall be in the form of a lump sum, which is mutually agreeable to the OWNER and to the FIRM.

If the parties hereto are unable to agree on the basis of such additional work, the FIRM shall be paid on the basis of their certified and itemized salary costs plus a fee to cover overhead costs and profit in accordance with the rate schedule established in Attachment A to this contract. In each case, the work is to be initiated only upon receipt of a written work order from the DIRECTOR, which must include the scope of work and a maximum fee that can be charged.

- S. Resident Inspection. If the resident inspection is required to be furnished by the FIRM, the DIRECTOR shall so direct him in writing. The FIRM shall assign personnel, acceptable to the DIRECTOR, at a fee acceptable to the OWNER. The fee shall be on the basis of the actual time of personnel used at the then currently approved hourly rates. The resident inspection may be discontinued at any time upon thirty (30) days notice by the DIRECTOR to the FIRM, in writing.

All invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual, their classifications and a brief description of the work performed. All other supplemental services shall be invoiced monthly according to percentage of work completed.

Payments to the FIRM for Supplementary Services shall be made monthly upon presentation of the invoice for work performed during the preceding month.

SECTION 5. PROPERTY ASSESSMENT PROGRAMS

Not applicable.

SECTION 6. BUDGET LIMITATION

The construction budget for this project shall be determined by the OWNER, and the FIRM shall be advised of the budget limitation in writing by the DIRECTOR and the FIRM shall indicate his acceptance of same in writing to the DIRECTOR, and any subsequent budget revisions shall be confirmed in writing. If, at the completion of the Preliminary or Design Phases, the FIRM does not concur with the construction budget he shall so notify the DIRECTOR, and the FIRM and OWNER shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project is required by the OWNER, such redesign shall be accomplished by the FIRM at no additional cost to the OWNER, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase, the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this Agreement.

SECTION 7. NOTICE TO PROCEED

The DIRECTOR shall notify the FIRM in writing to undertake the services stated in SECTION 2, and the FIRM shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between DIRECTOR and FIRM, following the notice to proceed.

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

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

SECTION 8. PAYMENTS

All invoices submitted shall contain an acknowledgement that no subcontractors or persons, excluding full time employees of the firm, have been added to work on this project without prior OWNER approval.

For all services outlined in SECTION 2 and any other services required for this project, except those in SECTION 4, the OWNER shall pay the FIRM a basic lump sum fee of \$378,000.00.

For each task in SECTION 2 and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the DIRECTOR which must include the scope of work and a maximum fee which can be charged. The maximum cumulative fee that can be charged for all work on this contract, including the work performed under SECTION 4, shall not exceed \$398,274.00 unless increased by contract amendment. This fee is based upon a preliminary project budget construction cost of \$4,200,000.00. DIRECTOR and ENGINEER agree to adjust the fees higher or lower based upon the final agreed upon scope and construction cost estimate following the grant funding pursuit and establishment of the available for construction budget.

Payment to the FIRM for Lump Sum Tasks shall be prorated as follows:

Basic Services*

Fixed Fee:	\$334,069.00
Preliminary Phase	25% of the basic fee
Design Phase	45% of the basic fee
Bidding Phase	5% of the basic fee
Construction Phase	20% of the basic fee
Record Drawing Phase	5% of the basic fee

* Basic Services shall include architectural, interior design, and engineering services for Schematic Design, Design Development, Construction Documentation, Permitting, and Construction Administration. Basic Services includes Structural, Civil, and MEP engineering, Landscape Architecture, Storm Water Management Plan, Kitchen Design and Equipment, and coordination with OWNER’s consultants.

Supplemental Services

- 1. Pre-Construction Services ‡ \$28,000.00 (Lump Sum)
- 2. Furniture, Fixtures, and Equipment \$4.00 per square foot (with Dealer Assistance) for Office, Meeting Spaces, Café, and Outdoor Plaza
- 3. Professional renderings \$3,500.00 per rendering
- 4. If requested by OWNER, other supplemental services specified in Section 4 of this Agreement shall be provided by FIRM (or an OWNER-approved subcontractor of FIRM) at a cost mutually agreed to by the PARTIES in writing.

‡ Pre-Construction Services includes pre-construction management, pre-construction scheduling, and as-designed cost estimating.

Payment to the FIRM for Lump Sum Tasks shall become due and payable as follows:

EVALUATION PHASE

Not applicable.

PRELIMINARY PHASE

Upon DIRECTOR’s approval of the applicable parts of SECTION 2.

DESIGN PHASE

Payments shall be in monthly installments proportionate to the progress of the FIRM. It is mutually agreed that these monthly payments are for the FIRM’s convenience only, and they do not imply acceptance by the OWNER of any work performed by the FIRM.

BIDDING PHASE

Upon receipt of acceptable construction bids and the award of the construction contract within the budget limitations of the project.

If, for any reason, bids are not received by the OWNER within six (6) months from the date of completion of the Design Phase, the FIRM's payment shall be adjusted to a total of 70% of the basic fee.

CONSTRUCTION PHASE

Monthly based on the percentage of the total cost of the construction work completed during the preceding month.

RECORD DRAWING

On the receipt of approved "Record Drawing" reproducibles and computer media. Payment to the FIRM for Hourly Tasks shall be monthly as supported by backup.

SECTION 9. FUNDS

Payment to the FIRM under this Agreement shall be contingent upon the availability of funds as identified in the OWNER's board resolution authorizing the contract terms.

SECTION 10. TERMINATION OR SUSPENSION

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

1. By mutual agreement and consent of the parties hereto.
2. By the OWNER as a consequence of the failure of the FIRM to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the FIRM.
3. By either party upon failure of the other party to fulfill its obligations as set forth in their contract.
4. In the event FIRM does not maintain a valid Louisiana Engineering or Architectural License.
5. Upon thirty (30) day written notice by OWNER to FIRM.

This Agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or on March 31, 2029, whichever event occurs first.

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

Upon termination under Item 2 above, the FIRM shall deliver to the OWNER all original documents, notes, drawings, tracings, computer files, and files except the FIRM's personal and administrative files.

Should the OWNER desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice given by the DIRECTOR in writing to that effect, and the work may be reinstated and resumed in full force and effect upon receipt from the DIRECTOR of thirty (30) days notice in writing to that effect. FIRM shall receive no additional compensation.

OWNER may terminate this Agreement in the event false or misleading information is given to the OWNER in the professional services questionnaire or in the affidavit identifying all subcontractors and persons, excluding full time employees of the FIRM, who would assist in providing professional services for the project.

SECTION 11. INSURANCE

The FIRM shall secure and maintain at his expense such insurance that will protect FIRM, and the OWNER, from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to the OWNER and shall provide that insurance shall not be canceled without notice of cancellation given to the OWNER, in writing, on all of the required coverages provided to OWNER. All notices will name the FIRM and identify the contract. The OWNER may examine the policies at any time and without notice.

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE FIRM SHALL CONTAIN THE FOLLOWING CLAUSE:

1. The FIRM's insurers will have no right of recovery or subrogation against the OWNER, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage, except Worker's Compensation and Professional Liability, for any and all losses covered by the below described insurance.
2. The OWNER shall be named as additional insured as regards to automobile and general liability with respect to negligence by the FIRM [ISO Forms CG 20 10 (Form B)].
3. The insurance companies issuing the policy or policies shall have no recourse against the OWNER for payment of any premiums or for assessments under any form of policy.
4. Any and all deductible in the below described insurance policies shall be assumed by and be at the sole risk of the FIRM.

B. Prior to the execution of this agreement, the FIRM shall provide at its own expense, proof of the following insurance coverage required by the contract to the OWNER 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. This requirement will be waived for worker's compensation coverage only for those engineers and architects whose worker's compensation coverage is placed with companies who participate in the State of Louisiana Worker's Compensation Assigned Risk Pool or the Louisiana Worker's Compensation Corporation.

1. Worker's Compensation Insurance:
In the event that 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 per occurrence when work is to be over water and involves maritime exposures; otherwise this limit shall be no less than \$500,000 per occurrence.
2. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
 - a) Premises - operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Use of contractors and sub-contractors;
 - e) Personal Injury;
 - f) Broad form property damage;
 - g) Explosion, collapse and underground [XCU] coverage.

NOTE: On the certificate of insurance, under the description of operations, the following wording is required: "The aggregate loss limit applies to each project or a copy of ISO Form CG 25 03 [ed. 11.85 or latest form] shall be submitted."

3. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:
 - a) Any automobiles;
 - b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.
4. An umbrella policy or excess may be used to meet minimum requirements.
5. The FIRM shall also secure and maintain at his expense professional liability insurance in the sum of at least One Million Dollars (\$1,000,000.00).

All policies of insurance shall meet the requirements of the OWNER prior to the commencing of any work. The OWNER 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 the OWNER as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the OWNER, the FIRM shall promptly obtain a new policy, submit the same to the OWNER for approval and submit a certificate thereof as provided above.

Upon failure of the FIRM to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of the OWNER, may be forthwith declared suspended, discontinued or terminated. Failure of the FIRM to take out and/or to maintain insurance shall not relieve the FIRM from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the FIRM concerning indemnification.

SECTION 12. GENERAL

The FIRM shall, at all times during the term of this contract, maintain a valid Louisiana Architectural License.

The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. Where OWNER must have work done by change order or addition resulting from an error or omission by the FIRM, FIRM shall provide, at no cost to OWNER, all professional services attributable to the change order. This is in addition to OWNER's right to recover from FIRM damages for FIRM's errors and omissions.

The FIRM shall employ, train and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this Agreement. The selected FIRM shall provide only trained personnel and their employees shall conduct themselves at all times in a proper and respectful manner in accordance with OWNER's employee policy. If OWNER determines that any employee of the selected firm(s) is unsatisfactory in any material respect, OWNER shall request the firm to exclude the employee or employees from work under the contract, and the firm shall so comply with such request.

The FIRM shall not discriminate against any employee or applicant for employment because of age, race, creed, sex, color national origin, or disability.

The 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 OWNER, within Jefferson Parish for a period not to exceed three (3) years after termination of the contract. The FIRM shall permit OWNER and OWNER's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during the firm(s)'s normal business office hours the books and records pertaining to the services provided under this Agreement. OWNER's right to audit, inspect, and make copies of the firm(s)'s records shall be at the sole expense of OWNER.

At any time, OWNER may request that the 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.)

SECTION 13. INDEMNITY

The FIRM shall indemnify and hold harmless the OWNER against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions, by the FIRM, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by the FIRM under this Agreement.

Further, FIRM hereby agrees to indemnify the OWNER for all reasonable expenses and attorneys' fees incurred by or imposed upon the OWNER in connection therewith for any loss, damage, injury or other casualty pursuant to this section. FIRM further agrees to pay all reasonable expenses and attorneys' fees incurred by the OWNER in establishing the right to indemnity pursuant to the provisions of this section.

In the event that the FIRM modifies the OWNER's contract documents without the express prior written consent of the OWNER, whether such modification is made by the Supplementary Conditions, the Specifications, Addenda, Written Amendments, Change Orders, or in any other manner, the FIRM shall indemnify and hold harmless the OWNER from any claims, lawsuits, or

damages that arise out of or are attributable to the modification. In particular, this shall include, but not be limited to, modifications to any contract warranties; liquidated damages; payment terms; substantial or final completion; subsurface conditions; drawing requirements; "or-equal" materials; insurance; notice to proceed; change orders; contract amendments; obligations, duties, or responsibilities of the Contractor; etc. This indemnification and hold harmless obligation shall include not only the damages suffered by the OWNER but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the OWNER as a result of the FIRM'S deviation from the OWNER's contract documents.

SECTION 14. INDEPENDENT CONTRACTOR

It is understood and agreed by the parties hereto that the FIRM is entering into this Agreement in the capacity of an independent contractor. While in the performance of services or carrying out other obligations under this Agreement, the FIRM shall be acting in the capacity of independent contractors and not as employees of the OWNER. The OWNER shall not be obliged to any person, firm or corporation for any obligations of the FIRM arising from the performance of their services under this Agreement. The FIRM shall be authorized to represent the OWNER with respect to services being performed, dealings with other agencies, and administration and control of construction contracts as intended by the provisions of SECTION 2 hereof.

The FIRM warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the consultant, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the OWNER shall have the right to annul this contract without liability.

This Agreement shall be binding upon the successors and assigns for the parties hereto. This agreement being for the personal services of the FIRM, shall not be assigned or subcontracted in whole or in part by the FIRM as to the services to be performed hereunder without the written consent of the OWNER.

SECTION 15. LEGAL COMPLIANCE

OWNER and FIRM shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

FIRM also agrees to comply with the provisions of Appendix II to 2 CFR Part 200 (Attachment "B"), as applicable, in the performance of FIRM's services under this Agreement.

SECTION 16. ENTIRE AGREEMENT

This Agreement represents the entire agreement between OWNER and FIRM. This Agreement may be amended only in writing signed by both OWNER and FIRM.

SECTION 17. JURISDICTION

This Agreement shall be deemed to be a contract 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. The 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 venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

SECTION 18. SEVERABILITY OF PROVISIONS

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.

SECTION 19. 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). FIRM attests that it understands and will abide by all provisions of JPCO 2-155.10.

This Agreement is fully executed on the latest date indicated below.


**JEFFERSON PARISH ECONOMIC DEVELOPMENT
AND PORT DISTRICT**

4-16-2025
Date

By: 
GERALD BOLOGNA
President and Chief Executive Officer

**ESKEW+DUMEZ+RIPPLE, A
PROFESSIONAL CORPORATION**

4/16/2025
Date

By: 
JOSE ALVAREZ
Principal.

ATTACHMENT "A"

The Statewide "DOTD Average Salary Rate" document [average rate plus one (1) standard deviation], hereinafter referred to as "DOTD Document", is to be used for establishing Maximum Direct Hourly Rate, Maximum Payable Hourly Rate, maximum overhead rate and, indirectly, the maximum multiplier for each new professional services agreement. The version of the "DOTD Document" to be used will be that version of the document as designated by the **DIRECTOR**.

For all hourly rate services, including supplementary services, where payments are made on the basis of hourly rates, the **FIRM** shall be paid on the basis of their certified and itemized direct salary costs (Direct Hourly Rates) times a **multiplier** to determine Payable Hourly Rates, which shall cover direct salary, overhead and 15% profit.

The **multiplier** shall be established from the overhead rate resulting from an audit of the **FIRM** performed by a Federal or State agency, or from an audit performed by a Certified Public Accountant (CPA) hired by the **FIRM**, provided the CPA certifies that their audit complies with the latest applicable FAR's and CFR's. In the event a satisfactory audit is not provided, the multiplier shall be **2.3**.

The **DIRECTOR** shall have the right to require the **FIRM** to provide sufficient documentation to support the approved multiplier.

In no case shall the overhead rate utilized to determine the multiplier be greater than the applicable overhead rate shown on the "DOTD Document" as designated by the **DIRECTOR**.

In no case shall the Direct Hourly Rate and Payable Hourly Rate used to pay for professional services exceed the Maximum Direct Hourly Rate and Maximum Payable Hourly Rate shown herein that have been derived from the "DOTD Document" as designated by the **DIRECTOR**.

For this Agreement, the approved multiplier shall be established at the time the services are required.

The rates payable to sub-consultants shall be governed by the same regulations as those for the **FIRM**, with an overhead rate and multiplier established for each sub-consultant.

If a Personnel Classification required for the project is not included in the "DOTD Document", then **OWNER** shall establish a new Personnel Classification and an appropriate maximum direct and payable hourly rate, which would be consistent with personnel categories of similar expertise found within the "DOTD Document", and include herein.

Once contract fees are negotiated, the "DOTD Document" as designated by the **DIRECTOR** and in effect at the time of negotiation shall be used. Those rates will be unaffected by subsequent versions of the "DOTD Document", except that the rates for Resident Inspection services will be those in the "DOTD Document" in effect at the time those inspection services begin. The rates in effect for this contract are included herein.

The **FIRM** shall be reimbursed for costs incurred by sub-consultants at the rate of 1.10 times the actual invoices of sub-consultants, up to a total amount of \$200,000.00. Thereafter, the rate shall be reduced to 1.05.

The **FIRM** shall be reimbursed for other direct costs charged to the project at a rate not to exceed 1.10 times the direct expenses. No reimbursement will be made without satisfactory documentation. The **DIRECTOR** reserves the right to have the **FIRM** provide proof that direct expenses charged to the project are not included in **FIRM's** overhead.

The **FIRM** shall be reimbursed for actual mileage expenses incurred while performing work directly related to this contract; however, the reimbursement rate shall not exceed the IRS mileage rate in effect at that time.

On all contracts for which the OWNER has selected two or more consultants to share the work, the OWNER shall specify the prime, or lead, consultant, and this consultant shall perform a larger percentage of the basic design services than any of the sub-consultants, but in no case shall the prime, or lead, consultant perform less than forty (40) percent of the basic design services.

The MAXIMUM DIRECT HOURLY RATE and MAXIMUM PAYABLE HOURLY RATE for each Personnel Classification shall not exceed the rates in the following chart, regardless of the audited overhead rate of the **FIRM**. These rates will also apply to firms incorporated out of State.

The MAXIMUM DIRECT HOURLY RATES shown below are equivalent to the Statewide DOTD Average Salary Rates, plus one (1) standard deviation, as designated by the Director of the Department of Public Works.

The MAXIMUM PAYABLE HOURLY RATES shown below are a product of the appropriate Maximum Multiplier (field or non-field) and the MAXIMUM DIRECT HOURLY RATE.

<u>PERSONNEL CLASSIFICATION</u>	<u>MAXIMUM DIRECT HOURLY RATE (\$)</u>	<u>MAXIMUM PAYABLE HOURLY RATE (\$)</u>
	(*)	
Abstractor/Appraiser	72.95	241.81
Accountant/Business Mgr.	54.46	180.52
Administrative/Clerical	30.90	102.43
Archaeologist	36.83	122.08
Architect	58.91	195.27
Biologist/Wetland Ecologist	41.63	138.00
CADD Drafter	29.75	98.62
CADD Technician	42.09	139.52
Computer Analyst	62.12	205.92
Driller	33.59	98.00
Economist	81.53	270.26
Engineer (P.E.)	66.82	221.49
Engineer Intern (E.I.)	38.88	128.88
Environmental Manager	81.30	269.49
Environmental Pro	58.60	194.25
Geologist	69.79	231.34
GIS Analyst	45.57	151.06
Inspector	35.80	104.45
Instrument Man	22.43	65.44
Labor	25.13	73.32
Landscape Architect	50.52	167.46
Party Chief (Survey)	31.66	92.37
Planner	79.87	264.75
Pre-Professional	38.88	128.88
Principal	124.10	411.37
Program Manager	93.81	310.96
Rodman	17.66	51.52
Senior Architect	75.08	248.88
Senior Landscape Architect	65.87	218.35
Senior Technician	50.99	169.02
Supervisor – Engineer (P.E.)	93.81	310.96
Supervisor – Other	91.70	303.97
Surveyor (P.L.S.)	63.10	209.16
Technician	35.49	117.64

Office Overhead Rate (%)	(*) 188.24.....Maximum Multiplier (Office) = 3.3148
Field Overhead Rate (%)	(*) 153.70.....Maximum Multiplier (Field) = 2.9176

(*) = Statewide DOTD Average Salary/Overhead Rate plus one (1) standard deviation obtained from document dated February 1, 2022.

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conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

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contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(For all awarded construction contracts with a value greater than \$2,000.00)

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.*

The Federal Agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage

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requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

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<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor

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or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees—*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced

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by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(for all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The federal agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(if federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a

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nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the

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written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the

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contractor each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the *Federal agency* was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the *Federal agency* with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

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Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

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(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

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:

Jefferson Parish Economic Development and Port District
700 Churchill Parkway
Avondale, Louisiana 70094

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.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(for all awarded contracts with a value greater than \$150,000.00)

The Contractor and all subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.

DEBARMENT AND SUSPENSION

(Contractor must complete certification and submit prior to award.)

The Contractor represents and warrants that it and its subcontractors are not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

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BYRD ANTI-LOBBYING AMENDMENT

(for all awarded contracts with a value greater than \$100,000.00 and contractor must complete certification and submit prior to award.)

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.
3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(for all purchase price of items exceeding \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) Telecommunication costs and video surveillance costs.

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

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(b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

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

(b) For purposes of this section:

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

CONFLICT OF INTEREST

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

BUY AMERICAN PROVISION

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Pursuant to 2CFR200, performance of the Buy American Provision, for all Federal Grants not only for the agricultural commodities:

Definition of domestic commodity or product: the term 'domestic commodity or product' means -

- * An agricultural commodity that is produced in the United States; and
- * A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
- * Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

The Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

A. Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

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2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.