

**Diocese of Lake Charles  
Request for Proposals**

**INVITATION TO BID  
Bid Date 09/26/2020  
2:00PM**

**St. Louis Catholic High School Temporary  
Facility**

**1620 Bank Street  
Lake Charles, La**

**LEMOINE DISASTER RECOVERY, LLC  
PROGRAM MANAGER  
1906 Eraste Landry  
SUITE 200  
Lafayette, LA 70506**

## GENERAL INFORMATION FOR GENERAL CONTRACTORS AND VENDORS

Lemoine Disaster Recovery, LLC has been selected as the Program Manager for the construction management for the Diocese of Lake Charles. **On behalf of the Dioceses of Lake Charles, We are requesting your participation in the preparation of your Guaranteed Maximum Price Proposal. We are requesting Guaranteed Lump Sum pricing of the Construction Documents and necessary requirements to successfully complete the scope of work. You will be required to make certain assumptions in your proposals for scope items not shown in the Documents so as to provide a Guaranteed Lump Sum price for your scope of work that will be totally inclusive for the intended use of the facility. Please present with your pricing a detailed narrative of assumptions made. (See the "BID PROPOSAL FORM" for additional information).**

The selected bidder's contract will be direct with the owner. We thank you for your interest in this project.

Bid submissions are due in Lemoine Disaster Recovery's office located at 1906 Eraste Landry Rd. Lafayette, La 70506 no later than 12 PM on **Tuesday, September 29<sup>th</sup>, 2020**. Scope sheets and proposals should be received **prior to 12:00 PM** in Lemoine's office by Fax (337.896.9825) or electronically (bids@lemoinedr.com)

The St. Louis Catholic Temporary Facility includes modular building placement and associated site specific work necessary to create a temporary facility for schooling and related school activities. The scopes of work includes but is not limited too: earthwork, parking pads, sidewalks and pads, irrigation systems, rough carpentry, temporary fencing, fire alarm systems, plumbing, electrical, voice & data cabling, optical fiber cabling, visual projection & display system, sound system, cctv system, etc.

Please keep in mind that the Construction Documents are not final construction documents and will require that you make the necessary assumptions so as to provide a price for your scope of work that will be totally inclusive for the intended use of the facility. This will require a thorough analysis of the Documents to determine every aspect of your scope of work that is required, whether shown on the Documents or not. We are relying on your relative expertise as a contractor to give us a complete, accurate, & fair pricing, inclusive of all required materials & methods for your respective scope of work.

We are requesting that all General Contractors upon receipt of this Invitation to Bid, e-mail Josh Tharp, at [josh.tharp@lemoinecompany.com](mailto:josh.tharp@lemoinecompany.com), and provide each of your respective contact information. Include in this e-mail the name of the contact who will be working on this proposal, applicable telephone & fax numbers, and e-mail address of the contact. An e-mail list will be put together with all General Contractors & vendors, and any additional information (addenda, responses to RFI's, etc.) will be mass e-mailed out to the contacts on the list. This will expedite the flow of information by notifying each GC of a change prior to receiving the new information via mail or UPS.

### I. METHOD OF PRICING

All proposals shall include the BID PROPOSAL FORM and be prepared in accordance with the Initial Construction Documents dated September 2020 by Champeaux/Evans/Hotard. Design Team and Consultants are subject to change throughout the process.

II. CONTRACT/PURCHASE ORDER/BONDS

Contract Requirements between the Owner and Contractor will be an unmodified "AIA Document A101™-2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum" with the unmodified "AIA Document A201™-2017, General Conditions of the Contract for Construction" adapted by reference.

For all contracts in excess of \$1,000,000.00, a 100% Performance and Payment Bond may be requested to be furnished by the owner. Please provide the cost of a Bond with your proposal.

If a bond is required, the proposed Bonding Company and Bond Form of the General Contractor must be acceptable by the Owner

III. FEMA PROVISIONS

The parties acknowledge their intent to fully comply with all FEMA requirements, including, without limitation, those contained on Exhibit "B" attached hereto and made a part hereof. To the extent the provisions of FEMA are inconsistent with any provisions of this Contract, the provisions of FEMA will control.

IV. BID PROPOSAL FORM

Each Bid Proposal shall be submitted on the Bid Proposal Form, which is included in this ITB, and be broken down according to the Bid Form. **We request that the General Contractor attach a separate narrative to describe the scope of the work in detail. Please forward this scope of work narrative as soon as possible so that we may account for all scopes of work and ensure coverage of the same.**

The Bid Proposal Form will not be considered a part of your Contract or Purchase Order Agreement nor will your written proposal.

V. EXECUTION CORRELATION & INTENT

Before submitting the Scope of Work Narrative & Bid Proposal, Bidders should carefully examine the Construction Documents, visit the site of work, fully inform yourself as to all existing conditions and limitations, and include in their Bid Proposal a sum sufficient to cover the cost of all items contemplated by the Construction Documents and as would be required to construct this facility for its intended use.

The Bidder shall thoroughly examine all factors reasonably available to him, including, but not limited to the Drawings, soils report, site conditions, site history, local information, and seasonal weather conditions in the preparation of his bid. Soil report data is not considered all conclusive; if the Bidder feels that further investigation of the

site conditions are necessary they should inform Lemoine Disaster Recovery immediately.

Due to the anticipated schedule for this project, contractors will not be entitled to compensation for delays due to weather or changes in conditions due to weather and shall include the necessary cost in their estimates for the anticipated weather conditions.

Data shown in the geotechnical report is for general information only. The General Contractor is expected to thoroughly examine all factors reasonably available including examination of the site, the Preliminary Documents, and make a request for any additional investigations, and decide the character of materials to be encountered, except for unusual "man made" conditions including, but not limited to, landfills, buried debris, abandoned sawmill residue and mine shafts.

The General Contractor is responsible for having a thorough knowledge of all the Drawings, and all other information provided. Failure to acquaint himself with this information does not relieve him of the responsibility for providing totally inclusive pricing for his respective scope of work for the intended use of the facility.

In the case of an inconsistency between the Drawings and other information provided, or within either document not clarified by Addendum, the better quality or greater quantity of work shall be provided. In the case of an inconsistency between the Documents, referenced standards, applicable codes and regulations not clarified by Addendum, the most stringent requirements or better quality or greater quantity of work shall be used in determining the Pricing.

VI. INTERPRETATIONS; DISCREPANCIES AND OMISSIONS

If Bidder is in doubt as the true meaning of any part of the Documents, all assumptions must be identified in your proposal.

VII. ADDENDA

All request for information and or clarifications to the project will be included in Addenda issued prior to the receipt of the Bid Proposals. Addenda will be issued to Lemoine Disaster Recovery by the Architect, and will then be forwarded to each of the participating bidders. An e-mail will be sent to all participating bidders to notify each party of the receipt of new information, such as Addenda.

VIII. ALTERNATES AND UNIT PRICES

Each Bidder must bid on all Alternates in the Bid Proposal that are applicable to his scope of work.

IX. SALES TAXES

General contractor quotes are required to include all applicable sales and/or use taxes on materials and equipment, which are affixed and made a part of the real estate of this project. Material supplier quotes are to exclude sales taxes. The Bidder shall include all other taxes required by law in this bid proposal.

Required Sales Taxes for this project are as follows:

State of Louisiana	4.45 %
City of Lake Charles	5.75 %
TOTAL	10.2 %

X. SCHEDULE/WORKING HOURS

A construction schedule is also being requested on your bid form and will be factored in the selection of the General Contractor. The Diocese of Lake Charles goal for completion of this project is October 1, 2020 Bidder is asked to provide estimated completion date if October 1, 2020 date is not deemed achievable.

**Since time will be of the essence of this project, the General contractor should be prepared to furnish at all times sufficient, qualified and competent forces, manpower and supervision and adequate, conforming and usable materials, equipment, plant, tools and other necessary things, to achieve progress according to Program Managers progress schedule, including any special schedule for General Contractors Work and any revisions of such schedules by Contractor. Since the schedule is not all inclusive of every trade, please contact Lemoine in writing prior to bid should you or any of your suppliers be unsure of the time frame your work will take place. If you cannot meet the manpower requirements or the schedule, please do not bid the project. This project will work a minimum of 7 days per week or whatever is required to meet the most current construction schedule.**

XI. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance  
Limits - Statutory benefits for the State of operation

Employers' Liability Insurance  
Limits - \$1,000,000 each accident  
\$1,000,000 each employee - disease  
\$1,000,000 policy limit - disease

This policy shall include a waiver of subrogation in favor of Contractor, Owner and their subsidiary or affiliated companies, their agents, employees or servants.

This policy shall have an Alternate Employer endorsement covering the Owner and Contractor as an Alternate employer.

2. Commercial General Liability Insurance  
Standard ISO For CG 00 01 or equivalent with the following restricting endorsements only permitted – Asbestos Exclusion and Employment Related Practices Exclusion, The General Liability Policy.

Limits - \$1,000,000 each occurrence  
\$2,000,000 this project aggregate

The policy will have all the standard coverages of a Commercial General Liability policy including:

Premises and Operations coverage

Independent Contractor's coverage  
Products and Completed Operations coverage  
Contractual Liability coverage  
Broad Form Property Damage coverage including Completed  
Operations  
Explosion, Collapse and Underground Property Damage coverage

Contractor, Owner and their subsidiary or affiliated companies, their agents, employees and servants shall be named as Additional Insured. Forms to be used shall be equal to or broader than ISO form CG20101185 including coverage related to the General contractors completed work.

Coverage Primary as regards Additional Insured's, additionally the coverage will provide defense of the additional insured after the project has been put to its intended use.

This policy shall include a waiver of subrogation in favor of Contractor, Owner and their subsidiary or affiliated companies, their agents, employees or servants.

3. Business Automobile Liability  
Limits - \$1,000,000 Each Occurrence

This policy will include coverage for owned, non-owned and hired vehicles.

This policy shall include a waiver of subrogation in favor of Contractor, Owner and their subsidiary or affiliated companies, their agents, employees or servants.

4. Umbrella Liability Insurance  
Limits - \$5,000,000 each occurrence  
\$5,000,000 aggregate

Coverage to follow primary liability coverage

Contractor, Owner and their subsidiary or affiliated companies, their agents, employees and servants shall be named as Additional Insured.

5. Professional Liability Insurance  
Limits - \$1,000,000 each occurrence  
\$2,000,000 this project aggregate

Should scope of work required professional design and/or Engineering services, contractor shall procure and maintain or cause the contractor's Engineer to procure and maintain professional liability insurance (E&O) for protection from claims arising out of the performance of any design or engineering services performed or furnished in connection with the Subcontract caused by any negligent act, error or omission for which contractor and/or the contract Engineer may become legally liable.

Contractor, Owner and their subsidiary or affiliated companies, their agents, employees and servants shall be named as Additional Insured.

All insurance coverage's shall require a 30 day notice of cancellation or non-renewal to Contractor

## **SPECIAL CONDITIONS**

### **ARTICLE 1 SAFETY**

1. Purpose: Company-wide focus on safety which will require that everyone from the general contractor to its subcontractors, to employees, be more involved in safety on the project site.
2. Goals:
  1. To maintain an accident and injury free environment.
  2. Daily jobsite clean-up from the General Contractor and its subcontractors for a neat, clean, orderly professional job every day.
  3. Jobsite safety meetings are mandatory to all contractors and workers.
4. Discipline - Enforcement
  - A. Safety violations will not be tolerated by the General Contractor and will be dealt with accordingly.

### **ARTICLE 2 QUALITY**

1. The General Contractor & Subcontractors shall:
  1. Know the contract documents.
  2. Conduct & Attend pre-installation meetings.
  3. Conduct follow-up inspections & correct deficiencies.
  4. Complete DOLC internal punch list.
  5. Only sell that which we would want to buy.

### **ARTICLE 3 LAYOUT**

1. The General Contractor shall:
  1. Establish property lines.
  2. Provide datum bench for use of all subcontractors.
  3. Establish building corner control points.

2. The General Contractor shall:
  1. Protect building corner and property line control points.
  2. Lay out excavation, paving, utilities and other improvements applicable to his work.
  3. Lay out all work applicable to his work.
  4. Lay out all other work required to complete his work except as noted to be performed by the General Contractor in this Article.

#### ARTICLE 4 FIELD OFFICES

1. The General Contractor shall:
  1. Provide field office and telephone for his use, the use of the owner and architects.
2. The General Contractor shall:
  1. Provide field office for his exclusive use as required.

#### ARTICLE 5 PROJECT SIGNS

No contractor signs shall be allowed except on equipment and trailers.

#### ARTICLE 6 TEMPORARY FENCE

The General Contractor shall provide and maintain temporary fencing around the site.

#### ARTICLE 7 TEMPORARY STORAGE

1. Temporary structures, sheds, trailers and material storage shall be arranged in a safe manner to avoid interfering with construction, public access or the Owner's operations. All locations of temporary structures, sheds, trailers and material storage shall be approved in advance by the General Contractor.
2. The General contractor shall relocate his temporary structures, sheds, trailers and materials in storage as often as required for construction progress as directed by the General Contractor.
3. Only limited storage space is available, and will be allocated by the Program Manager on a priority basis. Storage of materials outside the limits of construction but on the Owner's property is strictly prohibited without written permission from the Program Manager. You may not be able to get all your materials onsite at one time due to the site size and storage issues.
4. All cost relating to temporary storage and protection shall be borne by the General contractor requiring such storage and protection. The General Contractor shall retain full responsibility for any form of damage or deterioration to stored materials and any form of damage or deterioration caused by materials to surrounding surfaces.



5. Upon completion of the work, or sooner if directed by the Program Manager, the General Contractor shall remove his temporary structures and sheds and remove all debris and rubbish and place the area in a clean and orderly condition.

ARTICLE 8 HOISTING

General Contractor to provide all hoisting equipment necessary to complete the project.

ARTICLE 9 WATCHMAN

The services of a watchman will not be provided by either the Owner or the Program Manager.

ARTICLE 10 TEMPORARY TOILET FACILITIES

The General Contractor shall provide and maintain adequate chemical toilet facilities in a clean and sanitary condition for the use of it's Subcontractors/Labor Force.

ARTICLE 11 DRINKING WATER

The General Contractor shall provide his own drinking water.

ARTICLE 12 TEMPORARY WATER SUPPLY

The mechanical utilities contractor will be required to provide temporary water to the site within 15 days after construction starts.

ARTICLE 13 TEMPORARY ELECTRICAL POWER AND LIGHTING

The General contractor is to provide temporary power as needed throughout the project.

ARTICLE 14 ADJACENT STREETS

All General Contractor shall be responsible for the necessary cleaning and repairing of damage to adjacent streets resulting from his operations. General Contractor to be responsible for all necessary traffic control.

ARTICLE 15 PROTECTION OF EXISTING FACILITIES

1. The General Contractor shall provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations, encountered during his excavation work, to protect them from collapse or other type of damage until such time as they are to be removed, incorporated into the new work, or can be properly backfilled upon completion of new work.
2. The General Contractor shall provide and maintain protection during sitework for all existing lawns, trees, curbs, gutters, drives, walks, and buildings, not noted for removal. Damaged work shall be repaired or replaced, and damaged lawns shall be replaced with sod. Trees shall be protected until final grading has been completed.

ARTICLE 16 DISRUPTION OF EXISTING SERVICES

All work relating to the disruption of existing services shall be coordinated with the Owner and at such time as scheduled by the Program Manager.

ARTICLE 17 BANK PROTECTION

The General Contractor shall provide and maintain proper bank protection to prevent earth from caving or washing into the building excavation. Where adjacent property lines, structures, utilities, streets, driveways, or other site improvements do not allow the earth to be excavated to its natural angle of repose without risk of damage. The General contractor shall be responsible for all costs relating to any damages caused by settlements and/or displacements due to improper bank protection related to this General contractors Scope of Work.

ARTICLE 18 DEWATERING

General contractor shall maintain adequate drainage of disturbed areas during construction, including ditches, sumps and temporary pumps. Include all measures necessary for progress of all items of work under your Subcontract.

ARTICLE 19 ACCESS ROAD

The General Contractor shall provide and maintain an access road.

ARTICLE 20 ENVIRONMENTAL REQUIREMENTS

- 1. General contractor shall construct temporary erosion control systems as shown on the plans or as directed by the engineer to protect adjacent properties and water resources from erosion and sedimentation.

ARTICLE 21 CONSTRUCTION CHANGE DIRECTIVES

- 1. All quotations for changes, be they additions or deductions, shall be submitted in a complete itemized breakdown form acceptable to Architect/Engineer, using Contract Unit Prices when set forth therein. The value of any and all such additions or deductions shall be determined as set forth below:
- 2. The itemized breakdown shall show unit quantities and costs of all labor and materials. Submit all verifying data as necessary or required by Architect/Engineer to support claims, such as copies or original invoices, payrolls, etc. The burden of proof of cost rests upon the Contractor. Contractor agrees that owner or Owner’s Representative shall have the right, at reasonable times, to inspect and audit the books and records of Contractor to verify the propriety and allowability of such costs.
- 3. Compute requests for changes, be they additions or deductions, as follows:
  - a. For portion of work performed by the General Contractor:
    - Subcontractor - - - - - a
    - Materials Cost - - - - - b
    - Sales Tax - - - - - c
    - Labor Cost - - - - - d

Payroll Taxes - - - - -	<u>e</u>
	a+b+c+d+e
Overhead and Profit, 5% x (a) - - - - -	<u>f</u>
Overhead and Profit, 10% x (b+c+d+e)- - - - -	<u>g</u>
Allowable Bond Premium- - - - -	<u>h</u>
TOTAL - SUBCONTRACTOR'S COST	a+b+c+d+e+f+g+h

4. In no case will a change be approved without such itemization.
5. Extra Work Authorizations will need be issued in writing to the Program manager and will be approved via written consent.

CONFIDENTIAL

**EXHIBIT B**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II**

**1. REMEDIES**

**The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.**

**2. TERMINATION FOR CAUSE AND CONVENIENCE**

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

**3. EQUAL EMPLOYMENT OPPORTUNITY**

**During the performance of this contract, the contractor agrees as follows:**

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

**The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.**

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

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

#### **4. DAVIS-BACON ACT**

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

#### **5. COPELAND ANTI-KICKBACK ACT**

- a. *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- b. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA 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 of these contract clauses.
- c. *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

## **6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

The parties agree to comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

### **a. Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **b. Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **9. DEBARMENT AND SUSPENSION**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **10. BYRD ANTI-LOBBYING AMENDMENT**

Contractor must sign and submit to the Owner the following certification:



**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

**The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.**

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

The Contractor agrees to comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **12. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **13. DHS SEAL, LOGO, AND FLAGS**

**The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.**

## **14. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

**This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.**

## **15. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

## **16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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