



CITY OF KENNER

OFFICE OF FINANCE

E. "BEN" ZAHN III
MAYOR

ELIZABETH HERRING
CHIEF FINANCIAL OFFICER

EMAIL AND POSTED

October 26, 2021

ADDENDUM No. 1
RFQ 21-6630
Provide Architectural / Engineering
Services for Roof Replacement
Projects

BY WAY OF THIS ADDENDUM, PLEASE NOTE THE FOLLOWING:

- Federal Clauses added.
- Attachments G and H added.

***Please sign the line below and include these forms in the bid packet to acknowledge this Addendum.**

X _____

ADDENDUM NO. 1

Federal Clauses: Contractor agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:

- A) Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- B) Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor Regulations (29 CFR Part 3).
- C) Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).
- D) Contractor shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.
- E) Contractor shall comply with all notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- F) Contractor shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in data.
- G) Contractor shall provide access by the State of Louisiana, City of Kenner, United States of America, Federal Emergency Management Agency, Controller General of the United States, or any of their duly authorized representatives, to any books, documents, papers and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination or excerpts, and transcriptions.
- H) Contractor shall retain all required records for a period of at least three years after the State of Louisiana or City of Kenner has made final payments and all other pending matters are closed.
- I) Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).

- J) Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 STAT 871).

This Agreement contains or has attached hereto all of the terms and conditions agreed upon by the contracting parties. In witness whereof, this Agreement has been signed on the date(s) indicated below.

WITNESSES:

CITY OF KENNER

Printed
Name: _____

By: _____
E. "Ben" Zahn III, Mayor

Date: _____

Printed
Name: _____

WITNESSES:

SUCCESSFUL PROPOSER

Printed
Name: _____

Printed
Name: _____

FEDERAL PROVISIONS

List of Federal Provisions:

- A. Equal Employment Opportunity
- B. The Davis –Bacon Act
- C. The Copeland “Anti-Kickback” Act
- D. Debarment and Suspension
- E. Contract Work Hours and Safety Standards Act
- F. Clean Air Act and the Federal Water Pollution Control Act
- G. Procurement of Recovered Materials
- H. Access to Records
- I. Department of Homeland Security (DOC) Seal, Logo, and Flags
- J. Compliance with Federal Law, Regulations, and Executive Orders
- K. No Obligations by Federal Government
- L. Program Fraud and False or Fraudulent Statement or Related Acts
- M. Minority and Disadvantaged Business Enterprise (DBE)
- N. Rights to Inventions Made Under a Contract or Agreement
- O. Byrd Anti- Lobbying Amendment

A. Equal Employment Opportunity

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

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

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

3. 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.

4. The Contractor will comply will all provisions of Executive Order 11246 of September, 24 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. 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.

6. 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 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 as 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.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7), of this section, 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 Subcontractor or purchase order as the administering agency and 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 United States to enter into such litigation to protect the interests of the United States.

B. The Davis- Bacon Act

Pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"):

Contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must pay wages not less than once a week. Additionally, pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, the non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Moreover, the non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

C. The Copeland "Anti- Kickback" Act (40 U.S.C. 3145):

Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"): Each Contractor or sub-recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Furthermore, pursuant to the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), the non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

D. Debarment and Suspension (Executive Orders 12549 and 12689)

Pursuant to 2 C.F.R. Part 200 and 2 C.F.R. Part 3000, Appendix II, Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award (see 2 CFR 180.220) must not be made to parties 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." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. Part 200 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor, its 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). Specifically, a covered transaction includes the following contracts for goods or services:
 - a) The contract is awarded by a recipient or sub-recipient in the amount of at least \$25,000;
 - b) The contract requires the approval of FEMA, regardless of amount;
 - c) The contract is for federally-required audit services; and
 - d) A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or sub-recipient and requires either the approval of FEMA or is in excess of \$25,000.
- (2) The contract must comply with 2 C.F.R. Part 180 (C) and 2 C.F.R. Part 3000, (C) and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180 (C) and 2 C.F.R. Part 3000, (C) in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180 (C) and 2 C.F.R. Part 3000, (C) while this offer is valid and throughout the period if 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.

E. Contract Work Hours and Safety Standards Act

Where applicable all contracts awarded by the non -Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E.

1) Overtime requirements

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

2) Violation; liability for unpaid wages; liquidated damages:

In the event of any violation of the clause set forth in paragraph (1) 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 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 (1) of this section, in the sum of \$10.00 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 (1) of this section.

3) Withholding for unpaid wages and liquidated damages:

The loan or grant recipient 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 for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4) Subcontractors

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) 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 (1) through (4) of this section.

F. Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671(q)) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, (G).

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 State Agency or local or Indian Tribal Government and understands and agrees that the State Agency or local or Indian Tribal Government will, in turn, report each violation as required to assure notification the City, 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 part with Federal assistance

provided by FEMA. 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 State Agency or local or Indian Tribal Government and understands and agrees that the State Agency or local or Indian Tribal Government will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

G. Procurement of Recovered Materials

- (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 –
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
- (2) At a reasonable price. Information about this requirement, along with the list of EPA –designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

H. Access to Records

- (1) The Contractor agrees to provide the State Agency or local or Indian Tribal Government, the City, 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.
- (2) 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.
- (3) 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.

I. Department of Homeland Security (DHS) Seal, Logo, and Flags

Pursuant to DHS Standard Terms and Conditions, the Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA preapproval.

J. Compliance with Federal Law, Regulations, and Executive Orders

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

K. 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.

L. Program Fraud and False or Fraudulent Statement or Related Acts

Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Statements, applies to the Contractor's action pertaining to this contract.

M. Minority and Disadvantaged Business Enterprise (DBE)

2 C.F.R. 200.321, requires grant applications to take all affirmative steps to assure small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractors and Subcontractors agree to comply with the requirements of 2 C.F.R. 200.321 by:

- (1) Placing qualified small and minority businesses and women business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses and women business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirement, when economically feasible, into smaller tasks or quantities to permit participation by small and minority businesses and women business enterprises;
- (4) Establishing delivery schedules –where the requirement permits— which encourage participation by small and minority businesses and women business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the U.S. Department of Commerce (DOC); and
- (6) If Subcontractors are to be let, the Prime Contractor is required to take the affirmative steps listed as (1) through (5) of this section.

N. Rights to Inventions Made Under a Contract or Agreement

If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA. See 2 C.F.R. part 200, Appendix II (F).

O. Byrd Anti- Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose and lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier to the recipient.

44 C.F.R. Part 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned (Contractor) certifies, to the best of his or her knowledge, 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 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 loan, 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 certificate be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly,

This certification is a material representation of fact 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 of each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certifications and disclosures, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date