



AGREEMENT FOR ARCHITECTURAL SERVICES

by and between

THE CITY OF LAKE CHARLES
and
KUDLA ARCHITECTURE

This Agreement, effective as of the latest date of execution by the parties hereto (hereafter the "Effective Date"), is made by and between the City of Lake Charles, hereafter referred to as "Owner," and **Kudla Architecture**, a duly organized under the laws of the State of Louisiana, whose mailing address is **429 Kirby Street, Lake Charles, LA 70601**, hereafter referred to as "Designer."

WHEREAS, Owner contemplates the construction of a single project commonly referred to as **New Fire Training Facility** (hereafter the "Project"), which Project shall hereafter be identified by the parties to this Agreement in all communications of whatever nature regarding same as "**Lake Charles City Project No. DR010**"; and

WHEREAS, Owner has selected Designer to provide architectural and/or design services in connection with the Project; and

WHEREAS, Owner requires that Designer provide services in conformity with the City of Lake Charles Architectural/Engineering Procedure Manual for Design and Construction 2018 edition, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, hereafter referred to as the "Manual";

NOW THEREFORE, in consideration of the mutual promises contained herein, the Owner and the Designer do agree as follows:

1. Scope of Work. Designer shall commence, perform and complete all Work as herein described that is necessary or incidental to complete the Project in accordance with the Contract Documents. Work for the Project shall include the scope of work as set forth in Exhibit "B" attached hereto and incorporated herein by reference and the following:

1.1 Professional services of Architect under this contract shall be performed by Architect only to the extent requested and authorized by Work Authorization executed by Nicholas E. Hunter, Mayor of Lake Charles, on a phase by phase basis. Services by Architect under this contract may be terminated at any time by Owner.

2. Schedule. The schedule for completion of the Work (hereafter referred to as the "Time Schedule") shall be agreed upon by the parties within fifteen (15) days following the Pre-Design

Conference required by Section 3.2. of the Manual and, upon acceptance of the Time Schedule by the parties as evidenced by their signatures thereon, the Time Schedule shall be incorporated herein and shall become a part of this Agreement. If the parties are unable to agree upon the Time Schedule within the time allowed herein, or any reasonable extension thereof evidenced by a writing signed by both parties, Owner shall be entitled to terminate this Agreement upon seven (7) days written notice and, upon termination of the Agreement pursuant to this section of the Agreement, the rights and obligations of the parties shall be as set forth in Section 9.2 of the Manual, except that the termination shall not constitute Designer being held at fault under the terms of La. R.S. 38:2313(B)(5).

2.1. Designer and Owner recognize that time is of the essence of this Agreement and the Owner will suffer financial loss if the Work is not completed in accordance with the Time Schedule, together with any extensions thereof allowed in accordance with the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Designer agree that as stipulated damages for delay (but not as a penalty), Designer shall pay Owner based on the following original contract amounts of:

<u>Contract Amounts</u>	<u>Daily Charge</u>
\$0-\$500,000.00	\$100.00
\$500,000.00 - \$1,000,000.00	\$300.00
\$1,000,000 or more	\$500.00

for each day that expires after the time specified in the Time Schedule for completion of the Work until the Work is completed or Owner terminates the Agreement in accordance with paragraph 2.3, whichever first occurs, which amount the parties agree is a fair and reasonable approximation of the actual damages for delay Owner would suffer as a consequence of Designer's untimely performance.

2.2. The parties acknowledge that the Work may be scheduled to be completed in one or more phases and that the Time Schedule may reflect a time for completion of each such phase. If the Time Schedule reflects completion of the Work in phases, then the failure of Designer to complete any phase of the Work within the time established for that phase in the Time Schedule, Owner shall be entitled to recover from Designer stipulated damages with respect to that phase in the same manner and amount as provided in paragraph 2.1. of this Agreement for failing to complete the Work on time.

2.3. If Designer fails to complete the Work, or any phase thereof, in accordance with the Time Schedule, or any extension thereof allowed in accordance with the Contract Documents, Owner shall be entitled to terminate this Agreement upon seven (7) days written notice and, upon termination of the Agreement pursuant to this section of the Agreement, the rights and obligations of the parties shall be as set forth in Section 9.2 of the Manual.

2.4. The rights afforded Owner by paragraphs 2.1, 2.2 and 2.3 of this Agreement shall be cumulative, and shall not be considered mutually exclusive. Owner's election to enforce any one or more of the rights afforded by paragraphs 2.1, 2.2 or 2.3, but not all of said rights, shall not constitute a waiver of any rights not enforced, nor shall Owner be foreclosed from thereafter enforcing any or all of the rights afforded by any of those paragraphs.

2.5. No party shall be liable for any delay in performing or failure to perform its obligations under this Agreement where such failure is as a result of a force majeure event. A "force majeure event" shall refer to any event beyond the reasonable control of either party and that still cannot be avoided even if the party affected has exercised reasonable care, including but not limited to Acts of Nature (including fire, flood, earthquake, named storm, hurricane or other natural disaster), hostilities (whether war is declared or not), terrorist activities, government actions, labor dispute, strike, or lockout. Any party asserting a force majeure event as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated. As soon as the force majeure event is eliminated, the parties agree to use their best efforts to resume the performance of this Agreement.

3. Compensation. Except as otherwise provided herein, the compensation to be paid Designer for services rendered and reimbursable expenses incurred shall be determined in accordance with Article 5 of the Manual.

3.1. For purposes of calculating any Interim Fee due Designer pursuant to Section 5.1 of the Manual, the funds Available for Construction ("**AFC**") **shall be \$15,000,000.00.**

3.2. Owner shall pay Designer the compensation due Designer under this Agreement in accordance with the terms and conditions set forth in the Manual, including specifically, but not limited to, Article 6 thereof.

4. Contract Documents. The Contract Documents consist of the following:

- A. This Agreement and any and all Exhibits thereto including Exhibit D and the required Attachments A, B, and C which will be properly signed and shall become part of this agreement;
- B. The Time Schedule and any properly approved amendments thereto; and
- C. The following which may be delivered or issued on or after the Effective Date of this Agreement and are not attached hereto:

- (i) Written Amendments;
- (ii) Work Change Directives; and
- (iii) Change Orders.

The Contract Documents may only be amended, modified, or supplemented as provided in Article 13 of the Manual.

5. Assignment. Neither party may assign any rights under or interests in this Agreement without prior written consent of the other, provided however, that claims for money due or to become due to the Designer from the Owner may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

6. Severability. The terms of the Contract Documents are severable. In the event any of the provisions, paragraphs or portions thereof, of the Contract Documents are held to be invalid or unenforceable by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, paragraphs or portions thereof, shall not be affected thereby, and each term and provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

7. Legal Compliance. Designer agrees to abide by the requirements of the following laws as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the Americans With Disabilities Act of 1990. Further, Designer agrees not to discriminate in its employment practices, and will render services under this Agreement, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability, or sexual orientation. Any act of discrimination committed by Designer or failure to comply with the foregoing legal obligations, as applicable, shall be grounds for termination of this Agreement.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which together shall constitute but a single document.

9. Entire Agreement/Integration. This instrument and the attachments hereto constitute the complete and entire agreement between the parties with regard to the subject matter hereof and supersede and replace any and all prior written and/or oral agreements relating to the same subject matter. No prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.

IN WITNESS WHEREOF, the City of Lake Charles, as Owner, through its undersigned duly authorized representative, has duly executed this Agreement, before me, Notary Public, and the undersigned competent witnesses, at Lake Charles, Calcasieu Parish, Louisiana, on the date hereafter set forth, after a due reading of the whole.

WITNESSES:

CITY OF LAKE CHARLES, Owner

Idellia H. Sweet

NICHOLAS E. HUNTER, Mayor

Janyne L. Senegat

6-12-23
Date

REVIEWED & APPROVED BY:

Finance Department: Corey L. Rubin, on June 1, 20 23

Engineering: Harry Dowden, on 5/31, 20 23

Corey L. Rubin
NOTARY PUBLIC
Corey L. Rubin
Notary Public
State of Louisiana
ID # 67030

[Print Notary Name & ID No.]

Agreement for Architectural Services
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APPROVED BY LEGAL DEPARTMENT CITY OF LAKE CHARLES	
Approval subject to signature, date and initials below regarding ordinance approval.	
By:	<u>Corey L. Rubin</u>
Corey L. Rubin, Assistant City Attorney	
Date:	<u>06/05/2023</u>
☒	Authorization ordinance attached.
☐	No ordinance approval required.



City of Lake Charles

326 Pujo Street
P.O. Box 1178
Lake Charles, LA
70602-1178

Signature Copy

Ordinance: 18852

File Number: 47-21

Enactment Number: 18852

An ordinance authorizing the Mayor of the City of Lake Charles to enter into A&E agreements with architects, engineers and other consultants with whom the City of Lake Charles has existing professional service agreements for the purpose of hurricane repairs and rebuilding.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAKE CHARLES, LOUISIANA, in regular session convened, that:

SECTION 1: The Mayor of the City of Lake Charles, Louisiana, is hereby authorized to enter into A&E Agreements with architects, engineers and other consultants with whom the City of Lake Charles has existing professional service agreements for the purpose of hurricane repairs and rebuilding.

SECTION 2: The Mayor is further authorized to include any provisions in any agreement which he deems necessary to protect the interests of the City, and to pay the agreed amount from the appropriate City funds.

At a meeting of the City Council on 4/7/2021, this Ordinance was adopted by the following vote.

For: 6 Johnnie Thibodeaux, Luvertha August, Mark Eckard, Rodney Geyen, Mary Morris, and Stuart Weatherford

Against: 0

Absent: 1 John Ieyoub

Passed and Adopted

Stuart Weatherford, President or Presiding Officer

Date

4-7-21

Attest

Lynn F. Thibodeaux, Clerk of the Council

Date

4-7-21

Approved by

Nicholas E. Hunter, Mayor
City of Lake Charles, Louisiana

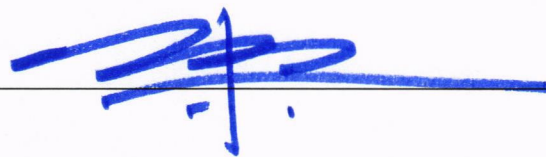
Date

4-8-21

IN WITNESS WHEREOF, JEFF Kudla, as Designer, through its undersigned duly authorized representative, has duly executed this Agreement, before me, Notary Public, and the undersigned competent witnesses, at Lake Charles, Louisiana Parish/County, Calcasieu, on the date hereafter set forth, after a due reading of the whole.

WITNESSES:

Kudla Architecture - Designer


6/15/23
Date

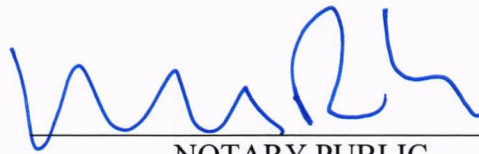

NOTARY PUBLIC
KATH RUD 55608
[Print Notary Name & ID No.]

EXHIBIT D

FEDERAL COMPLIANCE PROVISIONS

Within Exhibit D, the word "Contractor" shall refer to the Architect or the Engineer who is party to this contract. "Subcontractor" shall refer to any firm or individual employed by the Architect or Engineer.

Owner (City of Lake Charles) intends to pursue reimbursement of eligible Project costs from the Federal Emergency Management Agency (FEMA), therefore this project is subject to compliance by Contractor with all applicable federal contract clauses, including but not limited to the following:

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

The City of Lake Charles reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

3. Termination for Convenience

The City of Lake Charles reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

4. Equal Employment Opportunity

Refer to Attachment A included with Exhibit D for requirements and signature page.

5. Anti-Kickback Clause

Compliance with the Copeland "Anti-Kickback" Act.

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

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.

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 Standard Act

Compliance with the Contract Work Hours and Safety Standards Act.

(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 (b)(1) of this section the contractor and any subcontractor responsible therefore 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 (b)(1) 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City of Lake Charles 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)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

7. Section 504 of the Rehabilitation Act Of 1973, As Amended

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

8. Age Discrimination Act Of 1975

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

9. Compliance with Air and Water Acts

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

Refer to Attachment B included with Exhibit D for requirements and signature page.

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

10. Energy Efficiency

The Contractor hereby recognizes the 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 (P.L. 94-163).

11. Flood Disaster Protection

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said

Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

12. Debarment, Suspension, and Ineligibility

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR 180 that implement Executive Order 12549, *Debarment and Suspension* (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689, *Debarment and Suspension* (3 CFR Part 1989 Comp., p. 235).

- 1) 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, 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).
- 2) 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.
- 3) This certification is a material representation of fact relied upon by Owner. If it is later determined that 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.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

13. Byrd Anti-Lobbying amendment

Refer to Attachment C included with Exhibit D for requirements and signature page.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

14. Procurement of Recovered Materials

In accordance with the requirements of Section 6002 include procuring only items designated in guideless of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year

exceeding \$10,000; procuring solid waste management service in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 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 products cannot be acquired in accordance with the following:
 - 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 website, <http://www.epa.gov/cpg>.
- 3) The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.html>
- 4) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

15. Changes

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

16. Access to Records

The Contractor agrees to provide the City of Lake Charles, any pass-through entities that may be participate in this project, 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.

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.

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.

17. DHS Seal, Logo, And Flags

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

18. Compliance with The Office Of Management And Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 CFR Part 200, as they relate to the use of Federal funds under this contract.

19. 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.

20. 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.

21. 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.

22. Prohibition On Contracting For Covered Telecommunications Equipment Or Services (Required for Declarations and Awards after Nov 12 2020)

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using 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. A full excerpt from 2 C.F.R is below.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are *not used* as a substantial or essential component of any system; and
- ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

23. Domestic Preferences for Procurements (Required for Declarations and Awards after Nov 12 2020)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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.

Manufactured products mean 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.

24. Davis-Bacon Act (Not Required On Fema PA Gants)

(The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program for all awarded construction contracts with a value greater than \$2,000.00. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**)

25. Affirmative Socioeconomic Steps: (Required for Declarations and Awards after Nov 12 2020)

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

26. Copyright and Data Rights:

The Contractor grants to the City of Lake Charles, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Lake Charles, or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Lake Charles, data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Lake Charles.

27. Rights to inventions made under a contract or agreement

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

END OF SECTION

Attachment 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, 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.
- (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.

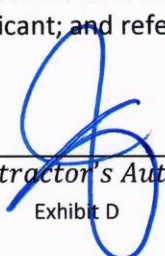
(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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.



Signature of Contractor's Authorized Official

Exhibit D

ATTACHMENT B
ENVIRONMENTAL COMPLIANCE PROVISIONS

Compliance with 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 City and understands and agrees that the City 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.

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 City and understands and agrees that the City 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.



Signature of Contractor's Authorized Official

ATTACHMENT C
BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements per Appendix A to Part 18, 44 C.F.R Part 18.

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 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 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.C. 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, Kudla Architecture, 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
Jeff Kudla, owner

Name and Title of Contractor's Authorized Official
6/15/23

Date

Exhibit B

April 3, 2023

City of Lake Charles
326 Pujo Street
Lake Charles LA 70602
Attn: John Cardone

Re: LCFD Consolidated Administrative and Training Center A&E Scope + Fee Proposal

John,

I am pleased that the City of Lake Charles is moving with this project. As we have discussed, campus functions would include the following:

1. Administrative offices including the Fire Prevention department.
2. Fire Training Center with Awards Hall and antique fire truck.
3. Drill tower, 2-acre training area, and storage areas for props, hoses, and other gear.
4. Truck Maintenance Facility with Department wide receiving & storage area.
5. Reserve unit storage building.

While is early in the process to offer an opinion of probable cost for the construction of the facility, I can offer that the rough order of magnitude of the project budget is in the neighborhood of \$15 million for buildings and necessary site improvements. There is a bit more work and site investigation to be considered before a more exact budget number is defined.

Due to the complexity of the site planning, specialized nature of some of the facilities, and multiple funding sources with their compliance as well as reporting requirements, I propose to provide full A&E services under the standard City of Lake Charles A&E contract and Fee Curve with the complexity factor set at 1.15 to accommodate the additional efforts required to service the project.

I trust that this is the information you require. Please let me know if you have any questions or alternate ideas. This office is eager to begin on the project and will produce a schedule for deliverables upon receipt of a fully executed A&E agreement.

Regards,

Jeff Kudla



**EXHIBIT C
DESIGN COMPENSATION & PAYMENT
INTERIM FEE SCHEDULE**

Date:	May 23, 2023
Project:	New Fire Training Facility
Project # :	DR010
Designer:	Kudla Architecture

Funds Available for Construction (AFC)	\$ 15,000,000.00
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DESIGN FEE:

Fee Percentage = 46.75 / Log (AFC):	\$977,203
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Interim Fee x Difficulty Factor 1.10 =	\$97,720.33
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Phases	Phase %	
Program Completion Phase	5%	\$53,746
Schematic Design Phase	10%	\$107,492
Design Development Phase	15%	\$161,239
Construction Documents Phase	35%	\$376,223
Bidding and Contract Phase	5%	\$53,746
Construction Phase	27%	\$290,229
Construction Close Out Phase	3%	\$32,248
Total Interim Fees		\$1,074,924

****AFC will not be increased with out written approval from Owner.***