

# Concordia Parish Police Jury

4001 Carter Street, Rm 1

Vidalia, LA 71373

Phone: 318-336-7151 Fax: 318-336-9915

conppj.org

Notice Posted: 02/19/2021 3:00 p.m.

(Date)

(Time)

**NOTICE OF PUBLIC MEETING  
REGULAR MEETING AGENDA\*\***  
MONDAY, FEBRUARY 22, 2021 – 6:00 PM  
4001 CARTER STREET, ROOM 2  
VIDALIA, LA 71373

## OFFICERS:

Joseph Parker, Sr.  
*President*

Adam Probst  
*Vice-President*

Sandi T. Burley  
*Secretary /  
Treasurer*

## JURORS:

*District 1A*  
Maurice Bachus

*District 1B*  
Joseph Parker, Sr.

*District 2*  
Willie Bill Yearby

*District 3A*  
Adam Probst

*District 3B*  
Scottie Whittington

*District 4A*  
Genesis Allen

*District 4B*  
Gary Neal

*District 5A*  
Collin Edwards

*District 5B*  
Brad Adams

Call to Order, Invocation, Pledge and Roll Call of Members

1) Approve minutes of regular meeting held February 8, 2021

2) Committee Reports / Action:

a) Trane Proposal

3) Projects: Brushy Bayou; DR 4462; HMGP 4462; LCDBG – HVAC / FY21-22

- Permissions to Advertise for Public Hearing for Citizenship Plan and Input for LCDBG

- Adopt the LCDBG Procurement Policy

4) Ordinances / Violations

5) Secretary / Treasurer's Report

6) Superintendent's Work Orders

7) Review Work Orders

8) Correspondence / Public Comments (on agenda items)

9) Adjourn

NO PUBLIC ATTENDANCE AT THIS TIME; PARTICIPATION WILL BE AVAILABLE THROUGH THE ZOOM LINK BELOW:

Via Telephone:

312-626-6799, 3183367151#

Via App:

Meeting ID: 318 336 7151

Via Website:

<https://us02web.zoom.us/j/3183367151>

\*\*The Concordia Parish Police Jury affords the opportunity to any member of the public, present at its meetings, to address the Jury prior to final action on any matter under consideration before the full jury. In accordance with the American Disabilities Act, if you need special assistance contact Sandi T. Burley at 318-336-7151 describing the assistance required.

*Concordia Parish Police Jury is an Equal Opportunity Provider and Employee*

**PARISH POLICE JURY  
REGULAR MEETING  
FEBRUARY 8, 2021  
6:00 P.M.**

The Police Jury of Concordia Parish met this day in regular session convened. There were present the following members:

Vice - President:	Adam Probst
Members:	Maurice Bachus, Willie Yearby, Gary Neal, Scottie Whittington, Genesis Allen, Collin Edwards, Brad Adams
Absent:	Joseph Parker, Sr.
Secretary Treasurer:	Sandi T. Burley
Invocation:	Mr. Yearby
Pledge of Allegiance:	Mr. Neal

- 1) The Pledge, Invocation, and Roll Call were conducted. A quorum was present.
- 2) A motion was made by Ms. Allen seconded by Mr. Bachus to approve the January 25, 2021 regular meeting minutes as mailed. Motion carried unanimously.
- 3) A motion was made by Mr. Yearby seconded by Mr. Neal to approve the Louisiana Legislative Auditor's Compliance Questionnaire. Motion carried unanimously.
- 4) A recommendation from the Concordia Communications District to appoint Mr. Joey Merrill to the board to fill the vacancy left by the late Kenneth Hedrick. A motion was made by Mr. Yearby seconded by Mr. Edwards and carried unanimously.
- 5) Committee Reports / Action:
  - a) Finance – A motion was made by Mr. Adams seconded by Mr. Yearby to ratify the bank statements and purchase orders as presented. Motion carried unanimously.
  - b) Public Works – A cost analysis was conducted to determine the cost to the parish to provide its own grapple service. Discussion was held regarding the amount of part time or full time employees needed to provide the service and the cost of disposal. A motion was made by Mr. Neal seconded by Mr. Whittington to table the discussion. Motion carried unanimously.
  - c) Boards/Committees – Ms. Allen brought forward that the Hospital Board was accepting applications to fill the vacancy of Randy Hoggett; also notified the Jurors that the new CEO for Riverland Medical is Ms. Keisha Smith.
- 6) The Projects of the Parish were next discussed. Ms. Burley provided updates and explanations of the LGAP and CWFEP applications that were due next week.  
CWFEP / LGAP: Both have been submitted and awaiting approval.

Brushy Bayou: Further meetings have been held with FEMA to discuss the BCA; the UASACE permits should be complete by the end of next week; No changes or requests from DOTD  
DR-4462: Working on 406 mitigation details to complete the damage inventory;  
HMGP-4462 – Drainage mitigation planning project is being prepared to submit as a formal application. Changes may need to be made to our road spec design to correlate with industry guidelines.

LCDBG – Two types of CDBG projects are being researched for applications. One is HVAC to replace the two air handlers to the jail; the other is for the Concordia Sewer District for a sewer pond renovation.

7) Ordinance Violations of the Parish were next discussed.

Whittington – A parcel of property belonging to Kale Cross on Stevens Road cited at last meeting is being cleaned up.

Yearby – Drainage pipe at 115 Howard Road needs replacing by the owner.

A motion was made by Mr. Adams seconded by Mr. Yearby to send the appropriate notices on the violations. Motion carried unanimously.

8) Under the Secretary / Treasurer's report, Ms. Burley updated the Jurors on open and potential grant projects. She also discussed the oversight to the 2021 Holiday Calendar after adding Mardi Gras Tuesday in 2020 since it is recognized as a state holiday. A motion was made by Ms. Allen seconded by Mr. Bachus to amend the holiday schedule. Motion carried unanimously.

9) A motion was made by Mr. Yearby seconded by Mr. Adams and carried unanimously to approve the following occupational license:

a) DSNP – Alex Harrison – 105 Woodmont Road – Print decals, t-shirts, monogramming

b) D&P Diesel – Donnie Dodge – 5348 Hwy 84 – Diesel Mechanic Shop

10) Under the Superintendent's Materials and Work Requests, Mr. Peoples requested two culverts: 15x30 for Mason; 18x45 for Poole Road, Ferriday. A motion was made by Mr. Adams seconded by Mr. Whittington to approve the purchases. Motion carried unanimously.

11) Superintendent's work order requests were next discussed. A motion was made by Mr. Yearby seconded by Mr. Adams and carried unanimously to approve the following:

Bachus – Resend email to Energy for cutting of vegetation from lines on Greathouse; Ditching needs built up on Greathouse; Discussed remedies for removing the lily pads from the canal; Canal between 10<sup>th</sup> and 15<sup>th</sup> street needs cleaning out.

Whittington – Need turn around sign at the end of Sunset Lane; drainage ditch needs cleaned out on Sunset Lane; Need weight limit sign on Rountree (reviewing citations to be sent to log truck for over capacity)

Yearby – Potholes at corner of Rountree and Mooselodge; potholes on Mooselodge Extension; Between 565 and 575 Concordia Park - drainage pipe under road is clogged.

Allen – 195 Harbor Road – potholes and road work needed; 197 Harbor Road – resident needs culvert installed

Neal – No dumping signs needed on Hwy 15 by old railroad tracks

Edwards – Drainage issues on Pete Davis Road; rock needed on the end of Serio over the culvert; Crestview – needs gravel and packing

Adams – Gravel needed at 2098 Hwy 908; Poole Road needs a culvert; Flaherty Road needs culvert installed; Sunshine Road needs road repairs and ditching; 747 Passman Road needs culvert installed; 811 Passman Road – parish ditch, needs culverts; Plouden Bayou needs beaver

dams cleaned out; Oscar Finley Road needs culvert cleaned out under the road; Foreman Road needs repairs; gravel needed on Kemps Landing

12) Correspondence / Public Comments – Distributed were: Minutes of the Concordia Waterworks 12/15/20 Minutes; Riverland Medical 01/26/21 Agenda; Communications District – 1/28/21 Minutes and Agenda

Mr. Adams discussed the public dumpster site in Monterey. The compactor is still broke and the gate needs fixing.

Discussions were held regarding the opening of a light equipment operator due to Mr. Ernest Ellis's retirement. A motion was made by Mr. Adams seconded by Ms. Allen to have the personnel committee meet with Mr. Guillory on labor needs. Motion carried unanimously.

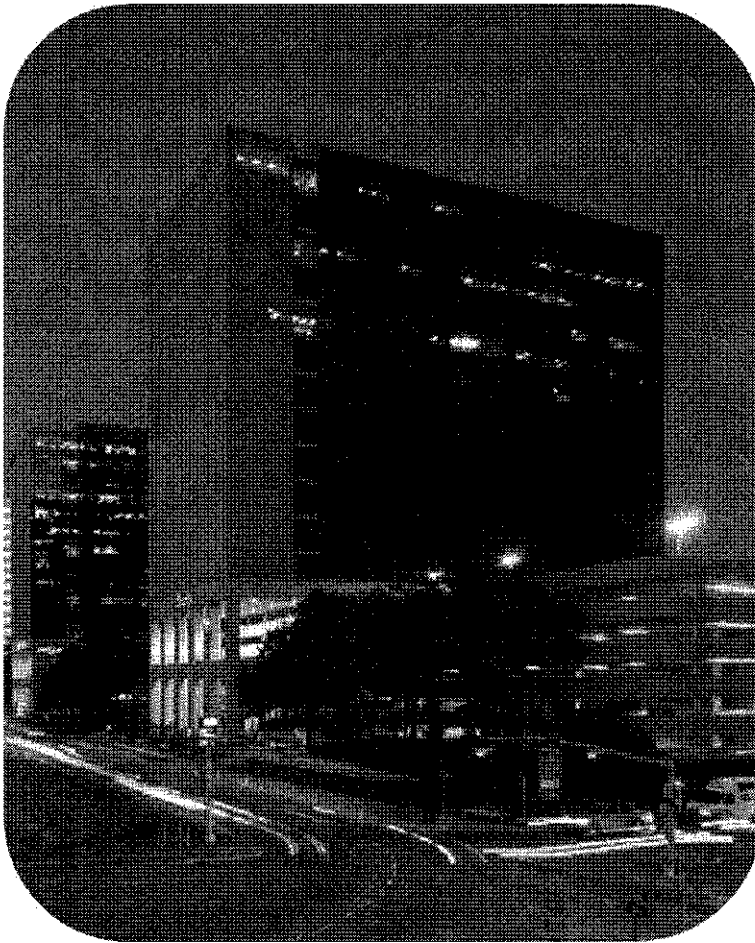
13) There being no further discussion, a motion was made by Ms. Allen and seconded by Mr. Neal to adjourn. Motion carried unanimously.

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Sandi T. Burley, Secretary / Treasurer



# Trane Turnkey Proposal



**Turnkey Proposal For:**  
Concordia Parish Police Jury  
4001 Carter Street  
Room 1  
VIDALIA, LA 71373 U.S.A.

**Local Trane Office:**  
Trane U.S. Inc.  
9225 Premier Court  
Shreveport, LA 71106

**Local Trane Representative:**  
Grant Andries  
Account Manager  
Cell: (318) 505-8424  
Office: (318) 683-4100

**Proposal ID:** 2983428

**Date:** February 8, 2021



**TRANE TURNKEY PROPOSAL**

## Executive Summary

Trane is pleased to present a solution to help Concordia Parish Police Jury reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Concordia Parish Police Jury to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

This investment will provide Concordia Parish Police Jury with the capability to reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Concordia Parish Police Jury for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.**

Grant Andries  
Account Manager, Trane U.S. Inc.



**Prepared For:**  
 Concordia Parish Police Jury

**Date:**  
 February 8, 2021

**Job Name:**  
 CPPJ System Clean Out

**Proposal Number:**  
 2983428

**Delivery Terms:**  
 Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
 Net 30

**State Contractor License Number:**  
 33486

**Proposal Expiration Date:**  
 30 Days

## Scope of Work

This scope of service includes flushing and cleaning the chilled water loop that serves the HVAC equipment listed above. This scope also includes the addition of a new chemical pot feeder, 3-way Access T's in supply/return lines, new welded bypass line with isolation valve, new make-up water pressure reducing valve, system clean-out with addition of corrosion inhibitor, and Q-AIKPC system cleaner.

### Turnkey Services Provided

- Initial Site Inspection
- Lock Out Tag Out Equipment For Safety
- Valve Out Necessary HVAC Equipment Preparing for System Draining
- Drain Chilled Loop
- Install/Relocate New Chemical Pot Feeder and two (2) 3-Way Access Tees
- Fabricate Bypass Line with Isolation Valve
- Install New Pressure Reducing Valve on Chilled Water Make-Up Lines
- Refill System Loop with Clean Water and Add Q-AIKPC Cleaner
- Circulate Cleaner for 72 Hrs
- Trickle Drain Cleaner Out of System
- Add Corrosion Inhibitor to Chilled Water Loop
- Remove Valve Outs on Necessary HVAC Equipment
- Remove Lock Out Tag Out on Chiller
- Start Chiller and Restore to Normal Function

Note: Estimated chiller downtime for this scope is one week. Scope of work to be scheduled ahead of time to account for weather patterns as to maximize occupant comfort while services are being performed.

### Option Add: Water Treatment Maintenance Plan

- Test all pertinent components of closed recirculating system to protect equipment against corrosion and biological threats
- Treat systems for maximum equipment life expectancy, minimized operating costs and efficient operation
- Inspect operating equipment for leaks, malfunctions, and failures
- Provide quarterly verbal and written reports or as agreed upon with customer
- Provide annual reviews of the treatment program and provide action plans for continuous improvement

NOTES: Chemicals will not be included if there has been a major water leak or contamination to the system.



**Exclusions**

- Repair/replacement to existing system equipment, valves, and components that are not included in the scope of work above.
- Repairs to existing piping infrastructure that are not included in the scope above.
- Temporary cooling or heating solutions
- Any services not mentioned in the scope above
- Trane is not responsible for the condition of the existing system prior to water treatment services. This includes, but is not limited to, waterside equipment, chillers, evaporators, pumps, and piping.

**Proposal Notes/ Clarifications**

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer

# Pricing and Acceptance

Prepared For:  
 Concordia Parish Police Jury  
 4001 Carter Street  
 Room 1  
 VIDALIA, LA 71373 U.S.A.

Site Address:  
 Concordia Parish Courthouse  
 4001 Carter Street  
 VIDALIA, LA 71373  
 United States

**Price**

**Total Net Price (Including appropriate Sales and/or Use Tax, if required by law).....\$25,975.00**

**Option Add: 1 Year Water Treatment Maintenance Plan.....\$3,750.00**

- *This cost can be added to current yearly Service Agreement invoice. Separate proposal will be generated if accepted.*

**Financial items not included**

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Grant Andries  
 Account Manager  
 Trane U.S. Inc.  
 (318) 683-4100





**ACCEPTANCE**

**This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).**

**We value the confidence you have placed in Trane and look forward to working with you.**

**COVID-19 NATIONAL EMERGENCY CLAUSE**

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Grant Andries	Cell: (318) 505-8424 Office: (318) 683-4100 Proposal Date: February 8, 2021
<b>CUSTOMER ACCEPTANCE</b> Concordia Parish Police Jury	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: 33486



## TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

**4. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**5. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**6. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**7. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

**8. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone, modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

**9. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as often (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**10. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**11. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**12. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.



**13. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**14. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**15. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**16. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**17. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

**19. COVID-19 LIMITATION ON LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

**20. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**21. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Nowarranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF**



**MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**22. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**23. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**24. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**25. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**26. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**27. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)  
Supersedes 1-26.251-10(0620)

# CITIZEN PARTICIPATION PLAN

The Concordia Parish Police Jury has adopted the following Citizen Participation Plan to meet the citizen participation requirements of Section 508 of the Housing and Community Development Act of 1974, as amended. The Concordia Parish Police Jury is committed through adoption of this plan to full and total involvement of all residents of the community in the composition, implementation and assessment of its Louisiana Community Development Block Grant (LCDBG) Program. Attempts will be made to reach all citizens, with particular emphasis on participation by persons of low and moderate income, residents of slum and blighted areas and of areas in which funds are proposed to be used. A copy of this plan will be made available to the public upon request.

As part of the citizen participation requirements and to maximize citizen interaction, the Concordia Parish Police Jury shall:

- 1) Provide citizens with reasonable and timely access to local meetings, information and records relating to the State's proposed method of distribution, as required by the Secretary, and relating to the actual use of funds under Title I of the Housing and Community Development Act of 1974, as amended;
- 2) Provide for public hearings to obtain views and respond to proposals and questions at all stages of the community development program. These hearings will consist of the development of needs and proposed activities and review of program performance. These hearings will be held after adequate notice, a minimum of five calendar days, at times and locations convenient to potential or actual beneficiaries with accommodations for persons with disabilities;
- 3) Provide for and encourage citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
- 4) Provide for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals;
- 5) Where applicable, identify how the needs of non-English speaking residents will be met in the case of public hearings; and
- 6) Provide for a formal written procedure, which will accommodate a timely written response, within fifteen days where practicable, to written complaints and grievances.

Written minutes of the hearings and an attendance roster will be maintained by the Concordia Parish Police Jury.

# PUBLIC HEARINGS

Notices informing citizens of any public hearings will appear in the official journal of the Concordia Parish Police Jury a minimum of five calendar days prior to the hearing. In addition, notices will also be posted in (parish/office buildings/town hall) and the hearing will be publicized through local community organizations, i.e., churches, clubs, etc., and/or dissemination of leaflets in the target area. Hearings will be held at times and locations convenient to potential or actual beneficiaries with accommodations for individuals with disabilities and non-English speaking persons. Whenever possible these hearings will be held within or near the target areas, at times affording participation by the most affected residents.

## I. APPLICATION:

### First Notice/Public Hearing

- A. The public hearing to address LCDBG application submittal will be held approximately sixty (60) calendar days prior to the deadline for submission of the application for the current funding cycle. The Citizen Participation Plan will be available at the hearing. The public notice for this hearing will state that the following will be discussed:
  1. The amount of funds available for proposed community development;
  2. The range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income;
  3. The plans of the Concordia Parish Police Jury for minimizing displacement of persons as a result of activities assisted with such funds and the benefits to be provided by the Concordia Parish Police Jury to persons actually displaced as a result of such activities; and
  4. The Concordia Parish Police Jury's prior performance of LCDBG programs funded by the State of Louisiana.

In addition, the notice shall state that all citizens, particularly low and moderate income residents of slum and blighted areas, are encouraged to submit their views and proposals regarding community development and housing needs. Those citizens unable to attend this hearing may submit their views and proposals to:

Joseph Parker, Sr., President  
Concordia Parish Police Jury  
4001 Carter Street, Room 1  
Vidalia, Louisiana 71373

The notice will also state that accommodations will be made for disabled and non-English speaking individuals provided a five (5) day notice is received by the Concordia Parish Police Jury.

### Second Notice

- A. Seven calendar days, at a minimum, prior to the deadline for submittal of the application, a second notice shall appear in the official journal informing the citizens of the following:
1. Proposed submittal date of the application;
  2. Proposed objectives;
  3. Proposed activities;
  4. Location of proposed activities;
  5. Dollar amount of proposed activities; and
  6. Location and hours available for application review.

In addition, the notice shall state “all citizens, particularly those affected by the proposed project, are encouraged to review the proposed application and submit any written comments on the application to:”

Concordia Parish Police Jury  
4001 Carter Street, Room 1  
Vidalia, Louisiana 71373

Negative comments received will be forwarded immediately to the State’s Office of Community Development, Division of Administration or the application will be withdrawn if necessary.

## II. AMENDMENTS

Program amendments, which substantially alter the LCDBG project from that approved in the original application, shall not be submitted to the State without holding one public hearing in accordance with the procedures outlined within this Citizen Participation Plan. Minutes of the hearing will be submitted with the request for the amendment. All interested citizens, particularly the low and moderate income, elderly, handicapped, and residents of the project area, shall be made aware and have the opportunity to comment on proposed amendments and/or submit alternative measures.

### III. GRANTEE PERFORMANCE

The Concordia Parish Police Jury will hold one performance hearing to solicit the public's opinion of the effectiveness of the LCDBG Program. The manner of notification will be the same as previously described for all public hearings. Notification will be made in the official journal approximately fifteen (15) calendar days prior to the anticipated submittal of close-out documents to the State, and will indicate the date, time, and place of the performance hearing, and invite comments and opinions on the LCDBG activities implemented under the Concordia Parish Police Jury's LCDBG Program being closed out. The notice will also state that accommodations will be made for disabled and non-English speaking persons provided a five (5) day notice is received by the Concordia Parish Police Jury.

This notice shall invite all interested parties, particularly those low to moderate income residents in the target area to attend.

The hearing will be held no sooner than five calendar days from the publication date of said notice.

### CONSIDERATION OF OBJECTION TO APPLICATION

Persons wishing to object to approval of an application by the State may make such objection known to:

Office of Community Development  
Division of Administration  
Post Office Box 94095  
Baton Rouge, Louisiana 70804-9095

The State will consider objections made only on the following grounds:

- A. The application description of needs and objectives is plainly inconsistent with available facts and data;
- B. The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the applicant; and
- C. The application does not comply with the requirements set forth in the Final Statement or other applicable laws.

Such objections should include both an identification of the requirements not met and, in the case of objections relative to (1) above, the complainant must supply the data upon which he/she relied to support his/her objection.



## BILINGUAL

Whenever a significant number of persons and/or residents of blighted neighborhoods communicate with a primary language other than English attend public hearings, the Concordia Parish Police Jury will provide an interpreter for dissemination of information to them providing the Concordia Parish Police Jury is given sufficient notification of five (5) days.

## TECHNICAL ASSISTANCE

Technical assistance may be provided directly by the Concordia Parish Police Jury to any citizen, particularly to low and moderate income persons, residents of blighted neighborhoods and minorities, who request assistance in the development of proposals and statement of views concerning the LCDBG Program. The local officials, administrator and engineer will conduct informational meetings with the residents of the low to moderate income areas if a written request is received by the Concordia Parish Police Jury with at least a one week notification. The persons who conduct the technical assistance meetings will disseminate information on the program and answer all pertinent questions.

## TIMELY ACCESS AND ADEQUATE INFORMATION

The Concordia Parish Police Jury shall provide timely disclosure of records, information and documents related to the LCDBG program activities. Documents will be made available for copying upon request at the office of the governing body, Monday through Friday, 8:00 a.m. to 4:00 p.m. (closed noon to 1 pm and pertinent holidays). Such documents may include the following:

- A. All meetings and promotional materials.
- B. Records of hearings and meetings.
- C. All key documents, including prior applications, letters, grant agreements, citizen participation plans, and proposed applications.
- D. Copies of the regulations (Consolidated Plans or Annual Action Plans) concerning the program.
- E. Documents regarding other important requirements, such as Procurement Procedures, Fair Housing, Equal Employment Opportunity, Uniform Act, Labor Provisions and Environmental Procedures.

## CITIZEN COMPLAINT PROCEDURE

### SECTION 1

It is the policy of the Concordia Parish Police Jury to review all complaints received by the Concordia Parish Police Jury.

### SECTION 2

The following procedures will be followed on all complaints received by the Concordia Parish Police Jury:

- A. The complainant shall notify the designated Citizen Complaint Officer of the complaint. The initial complaint may be expressed orally or by written correspondence.
- B. The designated Citizen Complaint Officer will notify the Police Jury President or designated representative of the complaint within five (5) working days.
- C. The Police Jury President or designated representative will investigate the complaint and will report the findings to the designated Citizen Complaint Officer within five (5) working days.
- D. The designated Citizen Complaint Officer will notify the complainant of the findings of the Police Jury President or designated representative in writing or by telephone within five (5) working days.
- E. If the complainant is aggrieved by the decision, he must forward the complaint in writing (if previously submitted orally) to the designated Citizen Complaint Officer who will forward the complaint and all actions taken by the Police Jury President or designated representative to the appropriate council committee for their review. This will be accomplished within five (5) working days of receipt of the written complaint.
- F. The reviewing council committee will have seven (7) working days to review the complaint and forward their decision to the complainant in writing.
- G. If the complainant is aggrieved with the decision of the Committee, he must notify the designated Citizen Complaint Officer in writing that he desires to be afforded a hearing by the Concordia Parish Police Jury. The complainant will be placed on the next regularly scheduled Police Jury meeting agenda. The designated Citizen Complaint Officer will notify the complainant in writing of the date of the hearing.

- H. The complainant must bring all relevant data, witnesses, etc., to the hearing. The Concordia Parish Police Jury, at the hearing, will review the complaint and forward within seven (7) days a certified copy of the minutes of the meeting at which the hearing was conducted and a decision was rendered to the complainant. If a decision is not reached at the hearing, the Concordia Parish Police Jury will inform complainant of an appropriate date to expect a response. Within seven (7) working days of reaching a decision, the complainant will be notified in writing of the decision.

Complaints concerning the general administration of the LCDBG Program may be submitted in writing directly to the:

Division of Administration  
Office Community Development  
Post Office Box 94095  
Baton Rouge, Louisiana 70804-9095

### SECTION 3

All citizen complaints relative to Fair Housing/Equal Opportunity violations alleging discrimination shall be forwarded for disposition to the:

Louisiana Department of Justice  
Public Protection Division  
Post Office Box 94095  
Baton Rouge, Louisiana 70804-9095

The complainant will be notified in writing within (10) days that, due to the nature of the complaint, it has been forwarded to the Louisiana Department of Justice.

or

Complainant may contact the Louisiana Department of Justice Division directly at the Toll Free Telephone 1-800-273-5718 or 225-342-7900.

### SECTION 4

The designated Citizen Complaint Officer will maintain a file for the purpose of keeping reports of complaints.

SECTION 5

This policy does not invalidate nor supersede the personnel or other policies of the Concordia Parish Police Jury, which are currently adopted, but is intended to serve as a guide for complaints.

SECTION 6

This policy may be amended by a majority vote at any of the Concordia Parish Police Jury's regularly scheduled meetings.

ADOPTION

This Citizen Participation Plan is hereby adopted by the Concordia Parish Police Jury in regular session on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Joseph Parker, Sr., President

\_\_\_\_\_  
Sandi T. Burley, Secretary / Treasurer

# PROCUREMENT POLICY

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the LCDBG Program. These guidelines meet the standards established in 2 CFR 200.317-326 and state requirements.

## CODE OF CONDUCT

No employee, officer, or agent of the Concordia Parish Police Jury shall participate in the selection or in the award or administration of a contract supported by LCDBG funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

No officer, employee or agent of the Concordia Parish Police Jury shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Any alleged violations of these standards of conduct shall be referred to the Concordia Parish Police Jury Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

## PROCUREMENT PROCEDURES

The director or supervisor of each department or agency of the Concordia Parish Police Jury is responsible for procurement of services, supplies, equipment, or construction obtained with LCDBG funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the Director or Supervisor, an analysis to determine which approach would be the most economical shall be undertaken.

The Concordia Parish Police Jury shall take affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus firms are solicited whenever they are potential qualified sources. The Concordia Parish Police Jury shall also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms, women's business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses.

The Concordia Parish Police Jury shall assist the prime contractor whenever possible by providing copies of lists which identify qualified small and minority firms, women's business enterprises, and labor surplus area firms.

### SELECTION PROCEDURES

ALL procurement carried out with LCDBG funds, where the Concordia Parish Police Jury is a direct party, shall be carried out in a manner that provides maximum free and open competition. Procurement procedures will not restrict or eliminate competition. The Concordia Parish Police Jury shall not place unreasonable requirements on firms in order for them to qualify to do business. Nor will the Concordia Parish Police Jury encourage or participate in noncompetitive practices among firms. The Concordia Parish Police Jury is alert to organizational conflicts which would jeopardize the negotiation process and limit competition. The Concordia Parish Police Jury will not require unnecessary experience or bonding requirements.

Pursuant to State law, all solicitations of offers shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. A "brand name or equal" description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.

All solicitations of offers shall clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.

Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

### METHODS OF PROCUREMENT

Direct procurement by the Concordia Parish Police Jury shall be made by using one of the following methods depending on the type of service to be procured.

### Procurement by Micro-Purchases.

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold. To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

### Small Purchase Procedures.

Relatively simple, informal procurement procedures will be used where the purchase of materials, supplies, equipment, and/or other property will not cost in the aggregate more than \$30,000, and for construction with a cost of less than \$150,000, except where further limited by State law or LCDBG policy. The small purchase procedure can also be utilized to procure administrative consulting and other professional services costing less than \$150,000. The only exception to professional service is for architectural/engineering services that must be procured through competitive negotiation. The procurement officer must obtain a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations received (whether oral or written) shall be made a part of the file.

### Competitive Sealed Bids/Formal Advertising.

Under this procedure bids are publicly advertised in accordance with the state's Public Bid Law. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids.

Competitive sealed bids can be used ONLY when the following criteria are met: (1) there are complete, adequate, and realistic specifications or purchase descriptions; (2) there are two or more responsible bidders who are willing and able to compete effectively; (3) the procurement can be made on a firm fixed-price contract and selection of the successful bidder can appropriately be made principally on the basis of price.

When formal advertising is used the following conditions shall be met.

- i. The advertisement for bids shall be publicly advertised in accordance with State law.
- ii. The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the advertisement.
- iii. All bids shall be opened publicly at the time and place specified in the advertisement for bids.

- iv. A firm fixed-price contract award shall be made by written notice to the lowest responsible bidder whose bid conforms to the advertisement for bids. Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid when prior experience indicates that such discounts are generally taken.
- v. Notwithstanding the above, any or all bids may be rejected when there are sound documented business reasons in the best interest of the LCDBG Program.

Competitive Negotiation: Requests for Proposals/Qualification Statements.

This method may be used when formal advertising is not appropriate. Architectural and engineering services must be procured via requests for qualification statements; administrative consulting services must be procured via requests for proposals. Other professional services may also be procured by requests for proposals. The following procedures will be used for competitive negotiation:

- i. Requests for proposals or qualification statements must be advertised in a newspaper in the nearest metropolitan area in accordance with the rules of the state's LCDBG Program and 2 CFR 200.317-326. All submittals will be honored and entered into the competition.
- ii. The package for proposals or qualification statements shall identify all significant evaluation factors or selection criteria, including the corresponding point system which will be used to rate the proposals/qualification statements.
- iii. The selecting official (or committee, if one is designated) shall review all proposals and statements received and make a technical evaluation of each. This shall also include a written statement that identifies the basis upon which the selection was made.
- iv. Contract award will be made to the responsible offeror whose submission is deemed most appropriate to the Concordia Parish Police Jury with consideration for price, qualifications, and other factors set by the local government. Unsuccessful offerors shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project.
- v. Following the review of the qualification statements received, the most qualified competitor will be selected to enter into contract negotiation. This shall always include negotiation of price to insure cost reasonableness. At the conclusion of successful negotiation, the competitor shall be invited to enter into a contract.



### Noncompetitive Negotiation/Sole Source.

Noncompetitive negotiation shall be used when small purchase, formal advertising, or competitive negotiation procedures are not feasible. Noncompetitive negotiation will involve solicitations of a proposal from only one source. This can also occur if solicitations under the competitive negotiation procedures result in only one proposal or qualification statement. Noncompetitive negotiation shall only be used when written authorization has been obtained from the state's Office of Community Development, with the one exception noted. In order to qualify for this type of procurement, one of the following circumstances must apply:

- i. The item or service is available only from a single source.
- ii. It is determined that a public urgency or emergency exists and the urgency will not permit the delay beyond the time needed to employ one of the other three methods of procurement.
- iii. The state expressly authorizes noncompetitive proposes in response to a written request from the Concordia Parish Police Jury.
- iv. After solicitation of a number of sources, competition is determined to be inadequate.

### CONTRACT PRICING

Cost plus percentage of cost and percentage of construction cost methods of contracting MUST NOT be used. The Concordia Parish Police Jury shall perform cost or pricing analysis in connection with EVERY procurement action including contract modifications. Costs or prices based on estimated costs for LCDBG projects shall be allowed only to the extent that the costs incurred or the cost estimates included in negotiated prices are consistent with federal cost principals. Cost reimbursement, fixed price, per diem contracts, or a combination thereof may be utilized as appropriate.

A cost reimbursement type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined. A cost reimbursement contract MUST clearly establish a cost ceiling which may not be exceeded without formally amending the contract, and must identify a fixed dollar profit which may not be increased unless there is a contract amendment which increases the scope of the work.

A fixed price contract is appropriate when the scope of work is very well defined and product oriented. A fixed price contract MUST establish a guaranteed price which may not increase unless there is a contract amendment that increases the scope of work.

A per diem contract expected to exceed \$10,000 will not be considered unless the Concordia Parish Police Jury has determined that a cost reimbursable or fixed price contract is not appropriate. Cost and profit included in the per diem rate MUST be specifically negotiated and

shown separately in the proposal. The contract must clearly establish a ceiling price which may not be exceeded without formally amending the contract.

The Concordia Parish Police Jury may use a multiplier type of compensation under either the cost reimbursement or fixed price contract. The multiplier and the portions of the multiplier applicable to overhead and profit must be specifically negotiated and separately identified in the contract.

### PROCUREMENT RECORDS

The Concordia Parish Police Jury shall maintain records sufficient to detail the history of the procurement. The records shall include the following contract provisions and conditions, as applicable for construction contracts.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Police Jury including the manner in which it will be done and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the Police Jury must include a provision for compliance with Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Police Jury must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Police Jury must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Police Jury must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Police Jury in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must 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 the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the Police Jury award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be

reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (H) 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.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must 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 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 must 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 non-Federal award.
- (J) See 200.322 Procurement of recovered materials.
- (K) Pursuant to LRS 38:2227, public entities are required to obtain an attestation regarding past criminal convictions, if any, from the lowest bidder responding to advertisements and letting for bids for public works contracts. The Past Criminal Convictions of Bidders form must be included in all contracts for public works.
- (L) Pursuant to LRS 38:2212.10, all bidders and contractors performing physical services with public entities must be registered and participate in a status verification system to verify that all employees in the state are legal citizens of the United States, or are illegal aliens. The bidder/contractor must sign an attestation that they are complying with this law, and that all subcontractors will comply with this law.
- (M) Pursuant to LRS 23:1726 bidders and contractors must certify that they are not being assessed penalties regarding unpaid worker's compensation insurance.

### CONTRACT ADMINISTRATION

The Concordia Parish Police Jury shall maintain contract administration systems which ensure that contractors/firms perform in accordance with the terms, conditions, and specifications of

their contracts or purchase orders. The accepted performance of contractors/firms will be a factor in subsequent contract negotiations and award. Remedial action by the Concordia Parish Police Jury through legal processes shall be considered in instances of identified significant nonperformance.