

**CONSULTING SERVICES CONTRACT FOR  
LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER  
RECOVERY/MITIGATION PROGRAM**

**between the  
STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF COMMUNITY DEVELOPMENT**

**and**

**PAN AMERICAN ENGINEERS, LLC**

PO 2000529793

This Agreement (hereinafter referred to as the “Agreement” or “Contract”) is entered into by and between PAN AMERICAN ENGINEERS, LLC (“Contractor”), and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT (“OCD” or “State”). Contractor and the OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

**1. GENERAL AND ADMINISTRATIVE INFORMATION**

This Contract addresses the grant management services needed to facilitate the implementation of a broad range of programs administered by OCD. These services may also be requested by OCD to accommodate other federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives, currently existing or yet to be defined, which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disasters. The programs currently administered by OCD and other programs yet to be defined are collectively known as the “Program”.

**1.1 SCOPE OF SERVICES**

Contractor hereby agrees to furnish services to the State as specified in the Scope of Services, Attachment I. It is contemplated that Contractor will, from time to time, be requested by OCD, through its State Program Manager (SPM), to perform certain services for OCD. A full description of the Scope of Services and payment schedule is contained in the following attachments which are made a part of this Contract:

Attachment I: Scope of Services

Attachment II: Rate Schedule

**1.2 STATEMENT OF WORK**

It is contemplated that Contractor will, from time to time, be requested by the OCD, through its duly authorized representatives, to perform certain services for the OCD in furtherance of the grant management activities set forth in Attachment I. Each request will be in the form of a document authorizing the completion of certain services (a “Task Order”) and shall describe in detail the services to be performed by Contractor, including a task description, a maximum compensation amount, and a proposed schedule for delivery of services. All services provided by the Contractor under any Task Order shall be governed by the terms and conditions of this Contract. At the

inception of this Contract, the method of compensation shall be on a time basis using the rates set forth on the Rate Schedule attached to this Contract as Attachment II.

In the event that a Task Order is approved and signed by both Parties, the provisions of this Contract shall govern all services performed under the Task Order and the relationship of the Parties relating to or arising out of the services performed under the Task Order. In each instance, the designation of services to be performed, the maximum compensation amount for those services and the method of compensation to be paid by the OCD to Contractor shall be agreed to by the Parties in writing. Once executed by the Parties, a Task Order may be amended by a writing signed by both Parties. The OCD may terminate any Task Order at any time prior to completion in accordance with the terms of this Contract and without prejudice to the rights of Contractor for payment for all authorized services provided to the OCD prior to the effective date of termination.

The execution of this Contract is not intended nor shall it be construed to obligate the OCD to request any specific services or amount of services from the Contractor under any Task Order. The OCD retains the right to request whatever scope or level of services as it deems appropriate under a Task Order, so long as the services are within the scope of and are subject to the terms, conditions and limitations of this Contract.

The Contractor will begin to provide particular services described in each Task Order at such time as shall be agreed upon between the Parties. The Contractor will perform all such services in a good and workmanlike manner and to the full and complete satisfaction of the OCD.

### **1.3 GOALS AND OBJECTIVES**

The goals and objectives under this Contract include the following:

1. To provide grant management services including but not limited to assisting with the program design, pre-application and application process, project development, bidding and pre-construction, construction and closeout associated with the Programs.

### **1.4 PERFORMANCE MEASURES**

The performance of this Contract will be measured by the State Program Manager (SPM), who is authorized on behalf of the State to evaluate the Contractor's performance. The performance measures for this Contract shall include the successful performance and completion of the Contractor's obligations as provided in the resulting Contract and in each individual work order. Work orders will be monitored monthly to measure progress toward finalizing deliverables.

### **1.5 MONITORING PLAN**

- a. The SPM will monitor the services provided by the Contractor and the expenditure of funds under this Contract.
- b. The SPM will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.
- c. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in the Scope of Services Attachment I, and any directions from the SPM.

- d. The SPM will work to ensure all deliverables are delivered by the Contactor on or before the time scheduled for completion.
- e. The SPM will be responsible for review and acceptance of deliverables.
- f. The SPM will provide oversight of the implementation of the Scope of Services, Attachment I, to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of the Program.

## **1.6 CONTRACTOR TASKS AND RESPONSIBILITIES**

See Attachment I, Scope of Services.

## **1.7 DELIVERABLES**

The Contract will be considered complete when the Contractor has delivered and State has accepted all deliverables specified in the Contract or added via work assigned by the SPM.

## **1.8 SUBSTITUTION OF KEY PERSONNEL**

Personnel identified in the proposal and other key personnel, including the Contractor's Program Director, assigned during the term of this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors which are beyond the Contractor's reasonable control, (excluding assignment to a project outside this Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by this Contract or by the State Program Manager. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted proposal.

## **2 ADMINISTRATIVE REQUIREMENTS**

### **2.1 TERM OF CONTRACT**

The Contract shall begin on October 1, 2020 and shall end September 30, 2023, unless terminated earlier in accordance with the provisions herein. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) and/or other approval authorized by law shall be obtained. Written evidence of JLCB approval shall be submitted, along with the Contract amendment, to the Office of State Procurement (OSP) to extend the Contract term beyond the initial 3-year term. The total Contract term, with extensions, shall not exceed five (5) years.

### **2.2 STATE FURNISHED RESOURCES**

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this Contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned SPM shall be the principal point of contact for the Contractor's performance under this Contract. The State may require the Contractor to utilize state furnished e-mail addresses for all activities conducted in association with the Program and require all or a portion of the electronic data and documents to be stored in State owned or controlled systems. The State may require that any

website domains, phone numbers, and post office boxes utilized in connection with the Program be provided by the State or be assigned to the State or its designee at the termination of the Contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State, upon request, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State at termination or expiration of this Contract. Cost incurred by the Contractor to compile and transfer information for return to the State shall be billed on a time and materials basis, subject to the maximum amount of the Contract.

### **2.3 SECURITY**

Contractor's personnel and subcontractors shall always comply with any applicable security regulations in effect at the State's premises, and externally for materials belonging to the State or to the Program. The State is responsible for providing written copies of the State's security regulations to the Contractor. The Contractor is responsible for reporting any known breach of security to the State promptly.

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State's information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the link below.  
<http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

### **2.4 TAXES**

The Contractor is responsible for payment of all applicable taxes from the Funds to be received under this Contract. The Contractors' federal tax identification number is 72-0780852, DUNS #050644038, State tax identification number 1670488.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) shall determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR prior to the approval of this Contract by the Office of State Procurement (OSP). The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to Agency so that the prospective Contractor's tax payment compliance may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval and effectiveness of this Contract by OSP. Agency reserves the right to withdraw its

consent to this Contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with LDR within seven (7) days of such notification.

### **3 CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the OCD's operation which are designated confidential by the OCD and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OCD. The identification of all such confidential data and information as well as the OCD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the OCD in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the OCD to be adequate for the protection of OCD's confidential information, such methods and procedures may be used, with the written consent of the OCD, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD.

### **4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

The Contractor will not be paid more than the maximum amount of the Contract. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum amount of \$5,000,000.

#### **4.1 PAYMENT TERMS**

Invoices shall be submitted on a monthly basis using a standard invoice format provided by OCD and in accordance with Attachment II, Rate Schedule. Invoices shall be organized so that services associated with program administration services and/or individual work orders are clearly identified in separate detailed listings of charges

Payment of invoices must be approved by the SPM and the Financial Manager of OCD or designee. The State will make every reasonable effort to make payments within thirty (30) work days of receipt of invoice. If invoices are disputed or clarifications are required, OCD will notify the Contractor of its questions and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this Contract or in quantum meruit, unless an exception is granted by the SPM prior to the end of the sixty (60) day period. Any exception granted by the SPM may include a 25% reduction to the amount of the invoice submitted late.

Invoices shall be submitted to Office of Community Development, P.O. Box 94095, Baton Rouge, LA 70804-9095.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

#### **4.2 PAYMENT FOR SERVICES PROVIDED ON AN HOURLY FEE BASIS**

Payment for services performed on an hourly fee basis will be made based on invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, function, billable rate, description of work provided, timesheets and such other information as determined by the SPM.

Hourly rates shall be inclusive of all Contract related expenses (i.e., per diem, administrative costs for invoicing and organizing contractor personnel and files, travel, mileage, office space, copies, office and field equipment, etc.) for providing the services described herein. Hourly rates will be invoiced in accordance with the rate schedule in Attachment II, Rate Schedule, and shall not exceed the maximum amount of the Contract. The pricing and fee schedules in Attachment II, Rate Schedule, are made part of the Contract and will remain in effect for the term of the Contract. No travel expenses will be paid by OCD. Travel time for travel between in-state Contractor offices and Grantee/OCD locations will be paid at one-half (1/2) of the appropriate hourly rate.

#### **4.3 NO GUARANTEE OF QUANTITIES**

The scope and quantities referenced in the Contract are estimated to be the amount needed. The State does not obligate itself to contract for or to accept more than its actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds. The State reserves the right to increase or decrease quantities, as appropriate, at the prices stated in the Contract. Contractor has no right to any amount of work to be assigned under this Contract.

#### **4.4 PENALTIES**

For each deliverable due date in a work order agreed to by SPM and Contractor, a penalty of \$100 per day will be assessed for each business day that the deliverable exceeds the agreed upon due date. The penalty will be assessed against accounts payable to the Contractor under this Contract. The penalty shall be limited to the dollar amount for the deliverable delayed, agreed to by both the Contractor and OCD, or \$5,000, whichever is less. In the event that penalties exceed payments due to the Contractor, the Contractor shall remit the balance to OCD. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

Penalties under this Section are for performance purposes and do not represent any form of damage payment.

## **5 TERMINATION**

### **5.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the Contract on the open market and to charge the Contractor with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent offer from the defaulting Contractor will be considered.

Contractor may terminate this Contract for cause based upon the failure of State to comply with the terms and/or conditions of the Contract, provided that the Contractor shall give the State written notice specifying the State's failure. If within thirty (30) days after receipt of such notice, the State shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place the State in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the Contract. Contractor shall be paid for all authorized services properly performed prior to termination.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

### **5.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

### **5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of

the beginning of the first fiscal year for which funds have not been appropriated. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

## **6 INDEMNIFICATION**

### **6.1 GENERAL INDEMNITY LANGUAGE**

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State of Louisiana, all state Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against all suits, claims, actions, damages, expenses and liability of every name and description relating to personal injury or death of any person and damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, employees, servants, partners or subcontractors, without limitation, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all state Departments, Agencies, Boards, Commissions, its officers agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

### **6.2 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT**

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User's unauthorized modification or alteration of a Product; (ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User's use in other than the specified operating conditions and environment.



In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the Authorized User's and the State's exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **7 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

## **8 FUND USE**

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Contractor and all subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and 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. Contractor and each subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award.

## **9 ASSIGNMENT**

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

## **10 RIGHT TO AUDIT**

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of OCD's federal grant(s) providing the funds for the Contract. Contractor will be notified of the grant closeout date by OCD.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under the Contract.

## **11 CONTRACT MODIFICATION**

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

## **12 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of neither the Contractor nor the subcontractor to the State and/or Agency for any breach in the performance of the Contractor's or subcontractor's duties. Contingent on verification that no subcontractor has been debarred, the State hereby approves the following subcontractors to provide or perform any part of the services under the Contract:

Bordelon Foreman & Associates, Inc.  
CSRS, Inc.\*

Frye Magee LLC  
Minvielle & Associates, Inc.  
Meyer, Meyer, LaCroix & Hixson, Inc.  
Suzie Elkins Community Development Consultant, LLC

\*Excluded from any services performed in connection with the Isle De Jean Charles project.

Subcontracts shall not include language which restricts the Contractor's obligation to pay for services performed or materials provided under a subcontract to when the Contractor has been paid under this Contract, except for circumstances where the reason for the lack of payment to the Contractor is due to deficient performance or lack of performance by the particular subcontractor from which the Contractor seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Contractor shall not enforce such language.

### **13 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor and its subcontractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities or age.

Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract or other enforcement action.

### **14 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R. S 39:1602.1, for any Contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any subcontractor shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any subcontractor, engages in a boycott of Israel during the term of the Contract.

**15 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**16 GENERAL COMPLIANCE**

The Contractor will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars, <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

**17 FINANCIAL MANAGEMENT**

Contractor shall agree to comply with 2 CFR § 200 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

**18 DOCUMENTATION AND RECORD KEEPING**

The Contractor shall maintain all records required by the federal regulations specified in 2 CFR §200 that are pertinent to the activities to be funded as proposed. The Contractor is responsible for having all subcontractors maintain all records required by the federal regulations specified in 2 CFR §200, which are pertinent to the activities to be funded as proposed.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five (5) years after closeout of OCD's federal grant(s) providing the funds for this Contract. Contractor will be notified of the grant closeout date(s) by OCD. The Contractor is responsible for having all subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for this same period.

**19 PROHIBITED ACTIVITY**

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all subcontractors understand and comply with the prohibitions from using funds provided herein or

personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

## **19.1 HATCH ACT**

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

## **20 CONFLICT OF INTEREST**

In accordance with the conflict of interest provisions and other related regulations contained in 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Program or Contract or in any activity or benefit, which is part of this Contract. Similarly, the Contractor should have no conflicts of interest with respect to any litigation or administrative proceedings involving HUD, OCD or other CDBG grantees whether as a party, representative, or in another capacity.

However, upon written request of Contractor, the State may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor, which would, in any way, permit a violation of state or local law or any statutory or regulatory provision.

## **21 LABOR STANDARDS**

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and 29 CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity"; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract.

## **22 ENVIRONMENTAL CONDITIONS**

Contractor shall comply, insofar as they apply to the performance of this Contract, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58. Contractor shall also comply with the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD recognizes that the Contractor is not responsible for environmental or safety compliance that

grant recipients and their contractors may be subject to that are outside of the scope of services to be conducted under this Contract.

### **23 HISTORIC PRESERVATION**

Contractor shall assist the Office of Community Development in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

### **24 UNIFORM RELOCATION ACT**

Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

### **25 CLOSE-OUTS**

Contractor shall agree to comply with the requirements of 24 CFR §570.509 for project closure. Contractor's obligation to OCD shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Final request for payment
3. Federally-owned property report
4. Disposing of program assets

### **26 INSURANCE**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

**Contractor's Insurance:** The Contractor shall not commence work under this Contract until he/she has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written, authorized insurance brokers of the Insurance Company written, or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced.

The Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount.

## **Minimum Scope and Limits of Insurance**

**Workers' Compensation:** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers' compensation coverage only.

Before any work is commenced, the Contractor shall maintain during the life of the contract Workers' Compensation Insurance for all of the Contractor's employees employed in the performance of the Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The Contractor shall maintain during the life of the Contract the Commercial General Liability Insurance described above which shall protect her/him during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by herself/himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or its Subcontractors.

**Professional Liability (Errors and Omissions):** Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

**Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

## **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by OCD. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **26.1 OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

- A. Commercial General Liability, Automobile Liability Coverages** – OCD, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to OCD.

The Contractor's insurance shall be primary as respects the OCD, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the OCD shall be excess and non-contributory of the Contractor's insurance.

- B. Workers' Compensation and Employers Liability Coverage** – To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.
- C. All Coverages** – All policies must be endorsed to require 30 days written notice of cancellation to the OCD. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OCD for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the OCD, its officers, agents, employees and volunteers.

- D. Acceptability of Insurers** – All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.



- E. Verification of Coverage** - Contractor shall furnish OCD with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by OCD before work commences and upon any Contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana  
Office of Community Development, Its Officers, Agents, Employees and Volunteers  
617 N. Third Street, 6<sup>th</sup> Floor  
Baton Rouge, La 70802  
Grant Management Services

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. OCD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the OCD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

- F. Subcontractors** - Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. OCD reserves the right to request copies of all subcontractor's Certificates at any time.
- G. Workers Compensation Indemnity**- In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## 27 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by

HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## **28 APPLICABLE LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736, rules and regulations, executive orders, standard terms and conditions, special terms and conditions, and specifications listed in the

Request for Proposals (RFP) (if applicable); and this Contract. Exclusive venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **29 DRUG-FREE WORKPLACE REQUIREMENT**

At the time of execution, Contractor and, each tier of subcontractors, certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).

## **30 OWNERSHIP OF DOCUMENTS**

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time and materials basis and is subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor. The OCD will provide specific project information to Contractor necessary to complete services described herein.

All records, reports, documents and other material delivered or transmitted to Contractor by the OCD shall remain the property of the OCD and shall be returned by Contractor to the OCD, upon request, at termination, expiration or suspension of this Contract. Contractor may retain a copy of its work product, subject to the requirements of the Confidentiality of Data Section.

## **31 DELAY OR OMISSION**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Contract shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

## **32 ELIGIBILITY STATUS**

At the time of execution, Contractor, and each tier of subcontractors, certify that they are not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

### **33 LEGAL AUTHORITY**

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Contract, receive funds authorized by this Contract and to perform the services the Contractor is obligated to perform under this Contract.

### **34 ENERGY EFFICIENCY**

Contractor shall recognize 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 to the extent applicable to Contractor and its subcontractors. The OCD will provide such standards and policies to Contractor as a pre-condition of this stipulation.

### **35 COVENANT AGAINST CONTINGENT FEES**

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Contract upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

### **36 CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

In addition to the Louisiana Ethics Code, the Contractor and all its subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive Contractor to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a subcontractor will be determined based on the value of the Contract between the State and Contractor.

### **37 SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

### **38 ENTIRE AGREEMENT CLAUSE**

This Contract, together with the RFP and addenda issued thereto by the State, the Proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Contract.

### **39 ORDER OF PRECEDENCE**

This Contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals, its amendments and the Contractor's Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

### **40 NOTICES**

Any notice required or permitted to be given under or in connection with this Contract shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

**To OCD:**

Executive Director  
Division of Administration  
Office of Community Development  
P.O. Box 94095  
Baton Rouge, LA 70804

**To Contractor:**

Thomas C. David Jr., Member/Manager  
Pan American Engineers  
1717 Jackson St.  
P.O. Box 89  
Alexandria, LA 71309-0089  
318-473-2100  
318-473-2275 fax  
tom@paealex.com

#### **41 NO THIRD PARTY BENEFICIARIES**

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract.

The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and Contractor. This section does not affect the indemnity and insurance obligations under this Contract.

#### **42 PUBLIC COMMUNICATIONS**

Contractor shall not issue or participate in any public communications or public meetings or communications with elected officials or their representatives regarding the Program and Contractor's activities under this Contract without the prior consent of the OCD. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to OCD for approval prior to issuance. Furthermore, the Contractor must receive prior written approval from OCD prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor's activities under this Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor shall coordinate activities regarding the Program with the relevant OCD personnel, such as, OCD personnel in policy, mitigation and resilience programs, environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor shall not have any communication with federal or other state and/or local government agencies or their representatives regarding the Program and/or the Contractor's activities under this Contract without the prior consent of OCD.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of this Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under this Contract.

#### **43 SAFETY**

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

#### **44 COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such

material produced as a result of this Contract that might be subject to copyright shall be the property of the OCD and all such rights shall belong to the OCD.

#### **45 PROVISION REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Contract shall forthwith be amended to make such insertion or correction.

#### **46 NO AUTHORSHIP PRESUMPTIONS**

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal Contractor prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party that (or whose Contractor) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

#### **47 ADVERTISING**

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the State.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

#### **48 WAIVER OF NON-COMPETITION ENFORCEMENT**

Contractor agrees to waive enforcement of each and every Contract provision it may have restraining of the Contractor's employees, any tier of subcontractors, or any of their employees, from employment or contracting with the State or any contractor/subcontractor thereof.

#### **49 CONTRACTOR'S COOPERATION**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit and shall not withhold State-owned documents.

**50 E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.


**51 CONTRACT APPROVAL**

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

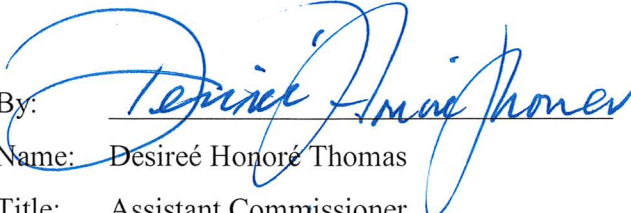
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**THUS DONE AND SIGNED** by the Parties on the dates set forth below but effective as of the date given above.

By:   
Name: Patrick W. Forbes  
Title: Executive Director  
Date: 10.7.20

**OFFICE OF COMMUNITY DEVELOPMENT**

By:   
Name: Desiree Honore Thomas  
Title: Assistant Commissioner  
Date: 10/8/2020

**DIVISION OF ADMINISTRATION**

By:   
Name: Thomas C. David, Jr.  
Title: Member/Manager  
Date: September 8, 2020

**CONTRACTOR**

# ATTACHMENT I

## SCOPE OF SERVICES

### **Overview**

This Contract is entered into by the Office of Community Development, (herein referred to as the OCD) for the purpose of obtaining grant management services related to Community Development Block Grant (CDBG) Disaster Recovery and Mitigation Programs as outlined below and potentially to other federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives, currently existing or yet to be defined, which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disasters or other federally funded initiatives. The OCD has chosen the Contractor work in the various Disaster Recovery and Mitigation Programs (“Programs”) described in Action Plans and their amendments which were or will be submitted to the U.S. Department of Housing and Urban Development (HUD) and which may be viewed online at [http://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx).

The Contractor will work with OCD staff to provide grant management services to OCD on matters that may arise in connection with the planning, development, redevelopment, and revitalization of Louisiana. Services provided will be in compliance with HUD and other applicable regulations. Contractor will maintain accurate accounting records and other evidence pertaining to costs incurred in providing services and make such records available to OCD, state, and federal auditors at all reasonable times during the contract period and for five (5) years after the date of the closeout of the federal grant(s) providing the funding for the Contract.

This Attachment I details the Scope of Services and desired results that the State requires of the Contractor. The scope and quantities referenced in the Contract are estimated to be the amount needed. The State does not obligate itself to accept more than its actual requirements during the period of the Contract, as determined by actual needs and availability of appropriated funds. The purpose of the Contract is to supplement the capacity of OCD grantees. Levels of assistance will vary among grantees, but Contractor should assume that most grantees will require significant assistance. The State expects concurrent assistance to all OCD grantees in need of grant management services. Contractor will cooperate with prior and successor contractors in the effective and efficient provision of grant management services.

The Contractor will provide these services relative to the following recovery efforts:

### ***Katrina/Rita Recovery Effort***

*Roles of the Contractor:* When the programs were being developed for Katrina/Rita recovery, the OCD decided to give potential Grantees the option of hiring grant contractors on their own or using the grant management Contractors that were hired by the OCD. Some Grantees have opted to hire their own contractors. Vermilion, Beauregard, Iberia, and Cameron Parishes have hired local contractors for work in the Long Term Community Recovery Program. The Iberia Parish School District and the Vermilion Parish School District have hired local contractors for work in the Primary and Secondary Education Program. All other entities were previously provided with state-hired grant manager Contractors. Under this Contract, if a grantee chooses to dedicate funds to pay for grant management services, the Contractor would provide those services. The majority of the work, going forward for Katrina/Rita, will be the following: architect/engineer fee,

plan/specification, and change order reviews for construction projects and labor compliance under Davis Bacon. Additional work effort will be determined on a case-by-case basis and may include CDBG compliance monitoring and closeout.

*Program Summaries:* Below is a program description and listing by program of Grantee, allocations, and number of potential projects to be provided by the Contractor. The number of applications/projects is approximate as some existing projects may not go forward and new projects may come online. OCD is obligated only for actual requirements as described by the final Contract and/or task order. Most applications will result in one construction project although some will have multiple construction bids and others will not be construction related.

Long Term Community Recovery Program (LTCR): Provides funding to parishes and municipalities for implementation of local long-term recovery plans in the most heavily impacted areas of the state. The current allocation is approximately \$700 million.

A few LTCR projects are still active and will need grant management services. These projects are mainly in Plaquemines and St. Bernard parishes.

Primary and Secondary Education Program (PSE): Provides funding for school districts for work that is ineligible under the FEMA PA Program. The current allocation is \$247.5 million.

A few PSE projects are still active and will need grant management services. These projects are mainly in Plaquemines Parish.

Local Government Emergency Infrastructure Program (ILOC): Provides funding to state agencies, parishes, and municipalities for disaster recovery projects.

A few ILOC projects are still active and will need grant management services. These projects are mainly in Orleans, Jefferson and Cameron parishes or are state projects.

Fisheries Infrastructure Program (IFIS): Provides funding to eligible entities for projects that improve the viability and long-term sustainability of the commercial and recreational fisheries of coastal Louisiana.

A few IFIS projects are still active and will need grant management services. These projects are mainly in Plaquemines Parish.

### ***Gustav/Ike Recovery Effort***

Under Gustav/Ike, all parishes either selected their own grant management contractors or have chosen to administer disaster funds using existing parish staff, as the OCD did not make grant management services available to the Grantees for this recovery effort. The role that the Contractor will play in the Gustav/Ike recovery will be in labor compliance for the Piggyback Program (as this effort is also being funded through the Gustav/Ike federal allocation), the Affordable Rental Program, and in architect/engineer fee, plan/specification, and change order reviews for construction projects. There will also be some Grantees under state-run programs who will receive grant management services under the Gustav/Ike program. Additional work effort will be determined on a case-by-case basis and may include CDBG compliance monitoring of any Gustav/Ike program.

For the allocation breakdown by parish, please see the Action Plan for Gustav/Ike located on the Office of Community Development, website ([http://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx)).

#### ***Isaac Recovery Effort***

On November 5, 2013, HUD approved the state's initial Action Plan for the use of \$66.4 million in disaster CDBG funds for recovery from Hurricane Isaac. The Action Plan, which can be found at [http://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx), describes the damage caused to the state and specifically to St. John the Baptist and Plaquemines parishes, which were designated by HUD as the "most impacted and distressed parishes." It details the unmet needs caused by Hurricane Isaac and outlines proposed uses of funds and eligible activities available to assist declared parishes to meet unmet housing, economic development, public service, infrastructure and other needs that arose as a result of the storm.

In the plan, OCD allocated \$32,674,000 to St. John the Baptist Parish and \$16,953,000 to Plaquemines Parish for their recovery needs, while using \$11,432,000 for state-implemented programs to address unmet needs in other impacted areas and \$3,320,000 for state administration, planning and program delivery.

While anticipated to be limited, some level of services with respect to parish and state compliance efforts may be needed from the Contractor.

#### ***National Disaster Recovery (NDR) Competition Award***

The federal appropriations under which Hurricane Isaac CDBG-DR resources is funded also included a competition among states impacted by presidentially declared disasters in 2011, 2012, and 2013 for nearly \$1 billion in federal funding to help communities rebuild and increase their resilience. On January 25, 2016, HUD awarded the State of Louisiana \$92.6 million for the Resettlement of the Isle de Jean Charles community and implementation of the LA SAFE policy framework. Information about these programs can be found at <http://www.doa.la.gov/Pages/ocd-dru/Isaac/NDRC.aspx>. Contractor should be prepared to provide the services for these programs if needed.

#### ***Severe Storms and Flooding of 2016***

On February 9, 2017, HUD approved the state's initial Action Plan for the use of \$438 million in disaster CDBG funds for recovery from the Severe Storms and Flooding events that took place in March and August of 2016. In addition, on March 31, 2017, HUD approved the state's Action Plan Amendment 1, which detailed the use of an additional \$1.2 billion for the recovery from the same events. The state anticipates additional action plan amendments in the future, either as the State of Louisiana is awarded additional funds or as programs are amended to meet the ongoing unmet needs faced by the state. The Action Plan and Action Plan Amendments, which can be found at [http://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx), describe the damage caused by the Severe Storms and Flooding to the parishes throughout the state. It details the unmet needs caused by the storms and outlines proposed uses of funds and eligible activities available to assist declared parishes to meet unmet housing, economic revitalization, and infrastructure needs that arose as a result of the disaster. The allocations for those activities are also described in the plan and subsequent amendments. Contractor should be aware of the potential need to expand the services to support the implementation and administration of the Restore Louisiana (ReLa) programs associated with the Severe Storms and Flooding of 2016 and that the potential also exists for the State to receive increased allocations from HUD for this disaster.

***Mitigation Programs authorized in 2019***

In Public Law 115-123, which included an appropriation of \$28 billion to HUD, HUD allocated \$1,213,917,000 of Community Development Block Grant Mitigation (“CDBG-MIT”) funds to the State of Louisiana for the specific purpose of mitigation activities. This CDBG-MIT allocation presents an extraordinary opportunity to immediately catalyze flood risk reduction and mitigation efforts across the state, using the planning and investigations that have occurred to-date to ensure any such work is coordinated, and takes into account long-term objectives that are based on watersheds.

In Executive Order JBE18-16 dated May 29, 2018, the Governor directed “the development and implementation of a statewide, watershed-based floodplain management program through close collaboration and coordination of the Secretaries and Executive Directors of the Office of Community Development (OCD), the Department of Transportation and Development (DOTD), the Coastal Protection and Restoration Authority (CPRA), the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP), and the Louisiana Department of Wildlife and Fisheries (LDWF) operating as the Council on Watershed Management.” These five (5) state agencies, and others that may be added later, are coordinating their efforts to develop a new approach toward flood risk reduction throughout Louisiana based on watersheds (Louisiana Watershed Initiative (LWI)) as opposed to the political and jurisdictional boundaries and created the Council on Watershed Management (Watershed Council).

On February 21, 2020, HUD approved the Louisiana Action Plan for the CDBG-MIT Funds.

The CDBG-MIT program will result in expeditious and effective modeling, planning, program development and project implementation activities based on watershed areas in Louisiana to decrease future damages from flooding and other disasters as part of the statewide Watershed Initiative and the CDBG Disaster Recovery Watershed Modeling and Planning Program.

The CDBG-MIT program activities include:

1. Local and regional watershed projects
2. State-identified projects
3. Watershed monitoring, mapping and modeling
4. Watershed policy planning and local capacity assistance

***General***

The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this Contract. The Scope of Services presented is based upon circumstances existing currently. The State reserves the right to modify or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of the Contract, subject to the approval of the OCD State Program Manager and the Office of State Procurement (OSP). This Scope of Services addresses the need for subject matter experts to assist OCD in performing the tasks and services described below.

The Contractor is encouraged to maximize use of Section 3 low- and very low-income residents and eligible businesses to the greatest extent feasible. See <https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchResults.action?metropolitanArea=METRO12940M12940> for a list of Section 3 businesses.

The Contractor is encouraged to take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

### **Scope of Work**

The Contractor will provide Grant Management services for the implementation and administration of the Program including but not limited to infrastructure, economic development, housing, provision of public services, resiliency and mitigation. Not all programs may require each of the tasks and functions described below.

### **Tasks and Services**

The Contractor will provide technical assistance and expertise in Grant Management Services and related subject matter areas to the OCD staff as needed for implementation, monitoring, assessment, and close-out of Programs. The Contractor will also be expected to regularly coordinate with other OCD contractors.

### **GRANT MANAGEMENT SERVICES:**

The services described herein apply as needed by OCD to all types of CDBG eligible programs, including but not limited to infrastructure, economic development, housing, provision of public services, and mitigation/resiliency. Not all programs may require each of the tasks and functions described herein.

### **General**

Contractor may be required, at the direction of OCD, to provide assistance to grantees, OCD, state entities or other stakeholders with:

1) Labor compliance, including, but not limited to, 29 CFR Part 5 and 29 CFR Part 30, Executive Order 11246, entitled "Equal Employment Opportunity, Copeland "Anti-Kickback"" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable Federal, state and local laws.

When CDBG funds are used for construction, all CDBG labor compliance requirements (Davis-Bacon and Related Acts) apply. Generally, the Contractor will assist OCD by obtaining proper wage rates, verifying labor related postings, reviewing certified payrolls, obtaining additional labor classifications, conducting on-site interviews, ensuring that needed corrections are made, and maintaining documentation of Federal labor standards administration and enforcement activities.

2) Historic Preservation, including, but not limited to Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

3) Uniform Relocation Act (URA), including, but not limited to Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which

provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federal-assisted programs.

4) Section 504 of the Rehabilitation Act of 1973 (also known as the Americans with Disabilities Act or ADA) activities on certain OCD programs.

5) Activities relating to affirmatively furthering fair housing, including but not limited to creating, supplementing or replacing prior analysis or assessment relating to fair housing, and providing training and technical assistance.

6) Support and technical assistance relating to planning activities and/or the identification activities which can be funded by CDBG funding.

### **Pre-Application Phase**

1. Conduct meetings with Grantees to discuss roles and responsibilities of all involved parties, communicate CDBG and OCD requirements, discuss opportunities to blend/leverage other funds, and evaluate the eligibility of proposed project(s).
2. Assist Grantees in complying with CDBG requirements as applicable including record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, and labor compliance.
3. Assist Grantees with the preparation of a pre-application project description package and necessary amendments. The pre-application project description package consists of a project description form, proposed national objective(s), proposed eligible activities, Contractor's justification and recommendation, risk assessment, and other relevant information. The purpose of the project description process is to determine if a project should proceed to the application phase.
4. Verify adoption of the latest base flood elevations and statewide building codes.
5. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

### **Application Phase**

1. Assist Grantees with procurement of professional and other services. Provide review of contracts, provide cost reasonableness analysis, verify contractor eligibility, and document CDBG compliance.
2. Assist Grantees with application development, completion, and amendments. Develop and/or review budget/cost summary form, supplemental information, program schedule, activity beneficiary form, target area and project maps, project description, cost estimates, other funds supplemental documentation, proofs of publication, statement of assurances, and initial disclosure report.
3. Initiate the Environmental Review Record (ERR) process once OCD has approved the project description package and coordinate work with OCD's environmental contractor.
4. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen

participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, and disclosure reporting.

5. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
6. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

### **Project Development Phase**

1. Assist Grantees with preparation and submittal of application revisions, if required.
2. Track the ERR process based upon information provided by others.
3. Provide compliance reviews of Architectural/Engineering (A/E) plans, specifications, and cost estimates during the design process for conformance with approved project scope and budget and inclusion of required CDBG provisions. (Note that the Grantee will procure A/E services through their own contractors. The Contractor will not be tasked with providing A/E design or related services).
4. Assist Grantees with compliance issues and notify when projects may proceed to bid (includes plan/specification review and ERR clearance).
5. Assist Grantees with procurement of professional and other services. Provide review of contracts, provide cost reasonableness analysis, verify contractor eligibility, and document CDBG compliance.
6. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate the reimbursement process. (Note that payments will be made by the OCD directly to the Grantee for the reimbursement of incurred costs. Funds will not go through the Contractor).
7. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
8. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, property acquisition, and disclosure reporting. (Note that the Grantee will be responsible for property acquisition activities such as appraisals, title and closing, and ownership verification. The Contractor will only assist, if required, in these efforts).
9. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

### **Bidding/Pre-Construction Phase**

1. Assist Grantees during advertisement of bids with proofs of publication, minority and woman owned businesses contracting goals, ten-day call, review of addenda, and advertisement procedural requirements.
2. Assist Grantees during the bid opening/evaluation process with bid opening, evaluation of bids, bid award, procurement requirements, contractor eligibility, and cost reasonableness analysis. Generally, the Contractor will not be tasked with conducting and administering the bidding and awarding processes; only providing compliance technical assistance to the Grantees.



3. Assist Grantees in resolving bid issues related to bids exceeding budget, rejected bids, etc.
4. Assist Grantees during contract execution and pre-construction activities with notice of award, notice to proceed, pre-construction conference, construction contractor's initial schedule, schedule of values, and labor compliance requirements.
5. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate reimbursement process.
6. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
7. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, property acquisition, and disclosure reporting.
8. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

### **Construction Phase**

1. Provide technical assistance during construction and limited on-site observation and tracking including occasional attendance at construction progress and other key meetings, and occasional construction site inspections.
2. Assist Grantees with CDBG and OCD program requirements for the construction process and documentation including construction inspection reporting, substantial completion, and final completion.
3. Review change orders for changes outside the scope of the approved application, changes that affect the ERR, changes that affect project beneficiaries, and cost reasonableness.
4. Assist Grantees with Davis-Bacon and related Acts, labor standards, and Section 3 compliance including occasional on-site wage interviews, certified payroll review, facilitation in resolving labor violations, documentation of wage decision, required labor related jobsite postings, additional labor classifications, and required reporting.
5. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate reimbursement process.
6. Assist Grantees with procurement of professional and other services, if any. Provide review of contracts, provide cost reasonableness analysis, verify contractor eligibility, and document CDBG compliance.
7. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
8. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, property acquisition, and disclosure reporting.
9. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

### **Project Closeout Phase**

1. Prepare and submit the Project Completion Report including citizen participation information, grant progress form, program beneficiary form, applicant data form, housing opportunities form, miscellaneous information form, and Section 3 report.
2. Conduct performance and final project closeout activities.
3. Assist the Grantees with completing and submitting the Certificate of Completion.
4. Assist the Grantees with the Final Wage Compliance Report.
5. Assist Grantees with Section 504 reporting, fair housing reporting, EEO reporting, and updated disclosure report.
6. Finalize financial management and review of Requests for Payments. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate the reimbursement process for final payment.
7. Finalize electronic and hard copy records, process document requests, and confirm that all documents have been uploaded to the OCD's web-based document storage system.
8. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

### **Program Closeout Phase**

Similar to Project Closeout Phase except that activities are on a Grantee-level closeout rather than a project-level closeout.

### **STATE IMPLEMENTED ACTIVITIES**

The tasks described herein shall also be available for programs or projects implemented directly by the State, notwithstanding that the State does not have a Grantee involved in the project or Program. Additionally, programs which are entirely or in part implemented by the State, the Contractor may be requested, on an as needed basis as directed by OCD, to provide additional support activities in the implementation of programs, including but not limited to community planning, outreach and associated services, conducting on-site and remote interviews of stakeholders, assisting with public participation requirements and assisting with property acquisition issues.

### **REPORTING AND PROGRAM CONTROLS**

- Provide a functional organization structure with proper administrative oversight.
- Submit monthly invoices including individual time sheets, if required, and evidence indicating the percent of work complete for each task order.
- Submit monthly reports indicating the status of projects.

### **OTHER**

OCD utilizes Microsoft SharePoint web-based software in managing and maintaining document storage. Grantees are required to utilize their own form of recordkeeping in compliance with

CDBG rules and regulations, and Contractor shall utilize a project tracking system of their choice as long as documents can be made available and/or provided by the Contractor for upload by OCD to the SharePoint system. OCD must have contemporaneous access to any tracking system utilized by the Contractor.

The OCD web-based document storage system is populated with various documents developed by Grantees and others to show that all areas of CDBG and OCD compliance have been achieved. The OCD will host the system and make it available to the Contractor and other authorized users via the Internet. The Contractor will be required to upload documents to the system for all Grantees with grant management task orders.

The OCD is not responsible for providing desktop hardware or software, peripheral equipment, or user Internet connectivity.

The Contractor may be required to perform approval of project plans, cost estimates, bidding documents and advertisements, and construction contracts and change orders on behalf of OCD; as well as production of cost reasonableness evaluations.

Additional work effort will be determined on a case-by-case basis and may include CDBG compliance monitoring of any program.

## **Deliverables**

Requests for services from the OCD will come in the form of task orders which will describe the scope of work, deliverables, budget, and schedule. The completion of each task order shall constitute a separate deliverable.

## **Project Requirements**

The OCD has received CDBG funds to implement programs to aid in the State's recovery/mitigation efforts from Hurricanes Katrina, Rita, Gustav, Ike, Isaac, the Severe Storms and Flooding of 2016, the National Disaster Resilience Competition and the CDBG Mitigation Program. The use of the CDBG funds is detailed in Action Plans that may be viewed at [http://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx). The OCD requires the assistance of the Contractor with performing grant management and other services relative to disaster recovery/mitigation programs. The OCD requires subject matter experts in the federal grants management field, as well as personnel available to assist both the OCD and their Grantees in implementing the recovery programs and maintaining compliance with all state and federal requirements.

Specifically, the Contractor will provide the following:

1. **Program Management:** Oversight of all program activities is to be performed by the program manager(s). Day-to-day direction, guidance, and decision making is to be performed by the project manager(s) and assistant project managers.
2. **Reporting:** The specific reporting requirements will be as directed in each task order but will generally consist of a monthly task order tracking report to include percent work completed,

the amount of fees invoiced to date, and a monthly project tracking report to include project status, actions taken, next steps, estimated project costs, significant process dates, and other pertinent information.

3. Work Progress: The OCD may require formal quarterly conferences to discuss the progress of the work, problems encountered, and proposed solutions.

### **Project Staff**

The Contractor shall provide adequate staffing in number and qualifications to successfully complete the Scope of Services in a timely fashion. The Contractor will be responsible for the management of staff and subcontractors and all personnel issues related thereto. The OCD will provide direction with respect to program implementation, including policies and program guidance and procedures. However, the Contractor will be responsible for their own internal processes to meet the OCD's program requirements. A full description of job classifications is provided in Attachment II: Rate Schedule.

### **State Furnished Resources**

State shall appoint a State Program Manager (SPM) for the Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of the Contract, the assigned SPM shall be the principle point of contact on behalf of the State and will be the principle point of contact for Contractor concerning Contractor's performance under the Contract.

Regulatory applicability determinations made by the State or agreements made between various governmental agencies shall remain as the responsibility of the State. In no way shall Contractor be responsible for the technical, regulatory or legal veracity and acceptability of determinations made by the persons other than its agents, employees, or contractors. Such agreements, determinations and communications shall be provided to Contractor to facilitate completion of the Scope of Work.

State recognizes there may be a requirement under federal, state or local statutes or regulations to report the results of Contractor's findings to appropriate regulatory agencies. Contractor is not responsible for advising the State about the State's or others reporting obligations and State agrees that it or others shall be responsible for all reporting, unless Contractor has an independent duty to report under applicable law. In those situations, Contractor will provide State with advance notice that Contractor believes that it has an obligation to report as well as the substance of the report it intends to make.

**ATTACHMENTE II  
RATE SCHEDULE**

JOB CLASSIFICATION	HOURLY RATE
Principal/Program Manager	\$ 185
Project Manager	\$ 160
Assistant Project Manager	\$ 125
Senior Grant Manager	\$ 145
Grant Manager	\$ 115
Grant Specialist 2	\$ 90
Grant Specialist 1	\$ 70
Grant Subject Matter Expert-Fair Housing	\$ 160
Grant Subject Matter Expert-URA	\$ 160
Grant Subject Matter Expert-Labor Compliance	\$ 160
Grant Subject Matter Expert-Section 504	\$ 160
Senior Engineer	\$ 165
Mid-Level Engineer	\$ 110
Engineer Intern	\$ 75
Senior Architect	\$ 120
Mid-Level Architect	\$ 85
Entry-Level Architect	\$ 60
CADD Technician	\$ 75
Construction Manager	\$ 125
Construction Inspector	\$ 100
Planner	\$ 95
Scheduler	\$ 95
Cost Estimator	\$ 90
Project Control Specialist	\$ 110
GIS Specialist	\$ 60
Financial Lead	\$ 80
Financial Assistant	\$ 65
Clerical/Administrative Assistant	\$ 55
Payroll Review Clerk	\$ 58
Interpreter (Spanish)	\$ 50
Interpreter (Vietnamese)	\$ 50
IT Consultant	\$ 150
IT System Analyst	\$ 110
Case Manager	\$ 75
Policy & Technical Writer	\$ 145

**NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL.** Travel time for travel between in-state Contractor offices and Grantee/OCD locations will be paid at one-half (½) of the appropriate hourly rate.

Principal/Program Manager

Education:	Bachelor's or Master's degree in a business or technical discipline.
Experience:	15 years experience leading major programs, projects, or business units.
Responsibilities Include:	Providing contractual administration and broad oversight and direction for Contractor services related to the OCD disaster recovery and mitigation efforts.
Knowledge of And Skills in:	Management and supervision, effective leadership, oral and written communication, and management of multiple tasks.
Examples of Work:	Provides oversight of all program activities including program system development and internal system development. Provides guidance and supervises Project Managers. Manages work performance to ensure that services are being provided efficiently and effectively and takes corrective action as necessary. Approves hiring of staff. Communicates with Grantees, subrecipients, contractors, OCD personnel, staff, and other interested parties regarding all aspects of program operations. Makes effective presentations as required.

Project Manager

Education:	Bachelor's or Master's degree in a business or technical discipline.
Experience:	10 years experience leading major programs and projects.
Responsibilities Include:	Providing day-to-day direction, guidance, and decision making for operations involving Contractor services for the OCD disaster recovery and mitigation efforts.
Knowledge of And Skills in:	Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks.
Examples of Work:	Plans, directs, and coordinates daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for OCD and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with Grantees, subrecipients, contractors, OCD staff, and other interested parties regarding all aspects of program operations.

Assistant Project Manager

Education:	Bachelor's or Master's degree in a business or technical discipline.
Experience:	3 years' experience in providing leadership assistance of major programs and projects.
Responsibilities Include:	Assist Project Manager in providing day-to-day direction, guidance, and decision making for operations involving Contractor services for the OCD disaster recovery and mitigation efforts.

Knowledge of And Skills in:	Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks.
Examples of Work:	Assists Project Manager in the planning, directing, and coordination of daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for OCD and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with Grantees, subrecipients, contractors, OCD staff, and other interested parties regarding all aspects of program operations.

#### Senior Grant Manager

Education:	Bachelor's or Master's of arts or Bachelor's or Master's of science degree or equivalent work related experience.
Experience:	10 years' experience in serving as a lead in administering and overseeing grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program or classified as an expert in a particular category of grant management.
Responsibilities Include:	Serving in the lead role for providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements and also supervising Grant Specialists.
Knowledge of And Skills in:	Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.
Examples of Work:	Advises OCD, Grantees, subrecipients, and staff regarding HUD and CDBG requirements. Conducts meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Prepares project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Provides review and oversight of funded projects through project close-out.

#### Grant Manager

Education:	Bachelor's or Master's of arts or Bachelor's or Master's of science degree or equivalent work related experience.
Experience:	5 - 10 years' experience in administering grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.
Responsibilities Include:	Under the direction of a Senior Grant Manager, responsibilities include providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements and supervising Grant Specialists.

Knowledge of And Skills in:	Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.
Examples of Work:	Participates in meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Prepares project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Provides review and oversight of funded projects through project close-out.

Grant Specialist 2

Education:	Associate's or technical degree or equivalent work related experience.
Experience:	1 – 5 years' experience in administering grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.
Responsibilities Include:	Under the supervision of a Senior Grant Manager or a Grant Manager, responsibilities include providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.
Knowledge of And Skills in:	Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.
Examples of Work:	Participates in meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Assists in preparation of project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Assists with review and oversight of funded projects through project close-out.

Grant Specialist 1

Education:	Associate's or technical degree or equivalent work related experience.
Experience:	Entry level/training position to gain knowledge and experience in administering grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.
Responsibilities Include:	Under the supervision of a Senior Grant Manager or a Grant Manager, responsibilities include providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.
Knowledge of And Skills in:	Learning Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.
Examples of Work:	Participates in meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Assists in preparation of project descriptions and initial and final



	applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Assists with review and oversight of funded projects through project close-out.
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#### Grant Subject Matter Expert-Fair Housing

Education:	Bachelor's or Master's of arts or Bachelor's or Master's of science degree or equivalent work related experience.
Experience:	5 - 10 years' experience in implementing/supplementing fair housing activities at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.
Responsibilities Include:	Providing subject matter expertise in fair housing to Grantees and subrecipients
Knowledge of And Skills in:	Federal grant provisions and requirements concerning all aspects of fair housing and has specific knowledge of the related HUD and CDBG requirements and policies.
Examples of Work:	Participates in meetings with Grantees and subrecipients to explain CDBG rules and regulations related to fair housing and affirmatively furthering fair housing. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements concerning fair housing and affirmatively furthering fair housing.

#### Grant Subject Matter Expert-URA

Education:	Bachelor's or Master's of arts or Bachelor's or Master's of science degree or equivalent work related experience.
Experience:	5 - 10 years' experience in URA activities at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.
Responsibilities Include:	Providing subject matter expertise in URA activities to Grantees and subrecipients
Knowledge of And Skills in:	Federal grant provisions and requirements concerning all aspects of URA activities and has specific knowledge of the related HUD and CDBG requirements and policies.
Examples of Work:	Participates in meetings with Grantees and subrecipients to explain CDBG rules and regulations related to URA activities. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements concerning URA activities.

#### Grant Subject Matter Expert-Labor Compliance

Education:	Bachelor's or Master's of arts or Bachelor's or Master's of science degree or equivalent work related experience.
Experience:	5 - 10 years' experience in labor compliance at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.
Responsibilities Include:	Providing subject matter expertise in labor compliance to Grantees and subrecipients
Knowledge of And Skills in:	Federal grant provisions and requirements concerning all aspects of labor compliance and has specific knowledge of the related HUD and CDBG requirements and policies.
Examples of Work:	Participates in meetings with Grantees and subrecipients to explain CDBG rules and regulations related to labor compliance. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements concerning labor compliance.

Grant Subject Matter Expert-Section 504

Education:	Bachelor's or Master's of arts or Bachelor's or Master's of science degree or equivalent work related experience.
Experience:	5 - 10 years' experience in Section 504 activities at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.
Responsibilities Include:	Providing subject matter expertise in Section 504 activities to Grantees and subrecipients
Knowledge of And Skills in:	Federal grant provisions and requirements concerning all aspects of Section 504 activities and has specific knowledge of the related HUD and CDBG requirements and policies.
Examples of Work:	Participates in meetings with Grantees and subrecipients to explain CDBG rules and regulations related to Section 504 activities. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements concerning Section 504 activities.

Senior Engineer

Education:	Bachelor's or Master's degree in an engineering discipline.
Experience:	15 years' experience in a research or design capacity having the technical responsibility for interpreting, organizing, executing, budgeting, and coordinating complex assignments. Requires Professional Engineer (PE) registration.
Responsibilities Include:	Scope definition, overseeing a number of large and important projects or a project of major scope and complexity, and may supervise others.
Knowledge of And Skills in:	Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the State Public Bid Law.
Examples of Work:	Supervises professional, technical, and support staff. Participates in review of CDBG applications. Conducts reviews of plans, specifications, and cost estimates for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed engineering fees for basic services and additional services. Provides engineering and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

Mid-Level Engineer

Education:	Bachelor's or Master's degree in an engineering discipline.
Experience:	5 - 15 years' experience in a research or design capacity and is fully competent in organizing and coordinating routine and complex assignments. Requires Professional Engineer (PE) registration.
Responsibilities Include:	Under the direction of a Senior Engineer, responsibilities include scope definition, overseeing a number of large projects or a project of substantial scope and complexity, and may supervise others.
Knowledge of And Skills in:	Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the State Public Bid Law.
Examples of Work:	Supervises professional, technical, and support staff. Participates in review of CDBG applications. Conducts reviews of plans and specifications for compliance with the

	approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed engineering fees for basic services and additional services. Provides engineering and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.
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Engineer Intern

Education:	Bachelor's or Master's degree in an engineering discipline.
Experience:	0-5 years' experience on assignments requiring limited knowledge of principles and techniques. Position requires certification as an Engineer Intern (EI).
Responsibilities Include:	Under the supervision of a Senior Engineer or Mid-Level Engineer, responsibilities include tasks involving conventional and straightforward engineering plans, investigations, surveys, structures, or equipment with relatively few complex features for which precedent exist.
Knowledge of And Skills in:	Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the State Public Bid Law.
Examples of Work:	Participates in review of CDBG applications. Assists in the review of plans and specifications for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Performs construction observation activities.

Senior Architect

Education:	Bachelor's or Master's degree in architecture.
Experience:	15 years' experience in managing architectural design staff, technical resources, and new business efforts. Requires licensure as a Professional Architect.
Responsibilities Include:	Working directly with clients and project managers in establishing architectural design approaches, conceptual layouts, and building systems.
Knowledge of And Skills in:	Managing the preparation of construction drawings and specifications, resolving technical issues and conflicts, providing review and quality assurance, and interpreting building codes and standards.
Examples of Work:	Supervises professional, technical, and support staff. Participates in review of CDBG applications. Conducts reviews of plans, specifications, and cost estimates for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed architectural fees for basic services and additional services. Provides architectural and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

Mid-Level Architect

Education:	Bachelor's or Master's degree in architecture.
Experience:	5 - 15 years' experience in managing architectural design staff, technical resources, and new business efforts. Requires licensure as a Professional Architect.

Responsibilities Include:	Under the direction of a Senior Architect, responsibilities include working directly with clients and project managers in establishing architectural design approaches, conceptual layouts, and building systems.
Knowledge of And Skills in:	Managing the preparation of construction drawings and specifications, resolving technical issues and conflicts, providing review and quality assurance, and interpreting building codes and standards.
Examples of Work:	Supervises professional, technical, and support staff. Participates in review of CDBG applications. Conducts reviews of plans, specifications, and cost estimates for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed architectural fees for basic services and additional services. Provides architectural and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

#### Entry-Level Architect

Education:	Bachelor's or Master's degree in architecture.
Experience:	0 - 5 years' experience in assisting project architects in planning, designing, and preparing related working drawings and details.
Responsibilities Include:	Under the supervision of a Senior Architect or Mid-Level Architect, responsibilities include assisting in the development of solutions to detailed building design problems, preparing design alternatives, and the selection of best approach.
Knowledge of And Skills in:	Preparing construction drawings and specifications, resolving technical issues, providing review and quality assurance, and interpreting building codes and standards.
Examples of Work:	Participates in review of CDBG applications. Assists in the review of plans and specifications for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Conducts cursory construction observation as requested by OCD.

#### CADD Technician

Education:	Associate's degree in Computer Aided Drafting and Design, Applied Science or related field or equivalent work related experience.
Experience:	1 year of experience in providing extensive and complex CADD systems support to Architects and Engineers.
Responsibilities Include:	Ensuring overall quality assurance as it relates to completing and adhering to CADD operations and standards, ensuring that CADD software and hardware is operational and efficient and overseeing all CADD needs on assigned projects.
Knowledge of And Skills in:	AutoDesk Map and/or AutoCAD systems and applications design and operations, basic hardware and network structure and configuration methods, principles of civil/mechanical/electrical/architectural drafting, GIS concepts and processes, and GPS equipment and software.
Examples of Work:	Generates maps, plats, site plans, etc. as required by the hurricane recovery efforts. Provides project status information to Architects, Engineers, Senior Grant Managers, Assistant Project Managers, Project Managers, and Program Managers. Reviews the accuracy and completeness of data capture work.

### Construction Manager

Education:	Bachelor's or Master's degree in engineering, construction technology, construction management, or related field or equivalent work related experience.
Experience:	5 years' experience in managing construction activities for major projects.
Responsibilities Include:	Providing technical information and advice on construction issues, reviewing various construction related documents for compliance, and supervising construction inspectors (if required by OCD).
Knowledge of And Skills in:	Project planning, construction contract administration, construction equipment and techniques, government regulations and permitting, scheduling, claims administration, resolving conflicts, and project management.
Examples of Work:	Evaluates constructability of projects. Performs reviews of construction cost estimates, plans and specifications, bid addenda, construction bids, and change orders, and partial pay estimates. Performs periodic construction site visits to review overall progress. Compares field work to approved designs and plans. Attends pre-construction meetings and final inspections on complex projects.

### Construction Inspector

Education:	High School diploma or its equivalent.
Experience:	3 years' experience in the inspection of various public works and related construction projects.
Responsibilities Include:	Serving as a primary construction inspector in an area or areas of specialization.
Knowledge of And Skills in:	Construction practices, project management, construction contract administration, surveying principles, and an understanding of plans and specifications.
Examples of Work:	Determines material sampling requirements and prepares sampling plans. Reviews test reports and recommends corrective actions regarding failing samples. Verifies elevations and alignments of construction work. Observes construction progress and prepares daily construction reports. Prepares work reports, estimated quantities, and calculations. Reviews contractor's partial pay estimates and change orders. Attends pre-construction meetings and final inspections.

### Planner

Education:	Bachelor of arts or bachelor of science degree.
Experience:	3 years' progressive experience in planning activities such as developing long- and short-term urban and regional plans for land use, growth, and revitalization of communities, preparing plans for community development, addressing environmental, economic, and social health issues relating to changing communities.
Responsibilities Include:	Demonstrating creativity, foresight, and mature judgment in anticipating and solving significant problems, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for these activities.
Knowledge of And Skills in:	Principles of regional planning and zoning administration, comprehensive planning, and project management techniques.
Examples of Work:	Evaluates the need for and approach to planning activities being proposed for CDBG applications. Reviews Grantee's and subrecipient's long term community recovery plans, and school district plans. Analyzes existing municipal plans and planning efforts, considers alternatives, and makes recommendations. Provides planning expertise to OCD and management.

### Scheduler

Education:	Bachelor's degree in a technical or business discipline. Additional experience may substitute for education requirements.
Experience:	5 years' experience in preparing and maintain schedules on major projects.
Responsibilities Include:	Coordinating and communicating with all team players to identify all milestones, details and project dependencies in creating a timeline management process from the start of the project to final closeout.
Knowledge of And Skills in:	Scheduling programs such as Primavera or MS Project.
Examples of Work:	Approves or prepares manpower plans, project schedules, and forecasting reports. Sets up all project metrics and systems to control the outcome of the project budget and schedules.

### Cost Estimator

Education:	Bachelor's degree in a technical or business discipline. Additional experience may substitute for education requirements.
Experience:	5 years' experience in developing cost estimates, cost alternatives, and cost comparisons for major projects.
Responsibilities Include:	Compiling and analyzing data on all factors that can influence costs, such as materials, labor, location, duration of projects, and special equipment requirements.
Knowledge of And Skills in:	Principles of accounting/finance to analyze financial information and prepare financial reports.
Examples of Work:	Performs take-off estimates of material and labor from bid documents, obtains material pricing from vendors and other sources, attends pre-bid walk through meetings and scope development meetings, participates in the review of bid tabulation and analysis, and works with the project team to identify all components of the project as well as make adjustments and updates in total project cost at different intervals of the project.

### Project Control Specialist

Education:	Bachelor's degree in a business or technical discipline or equivalent work related experience.
Experience:	4 years' experience in providing project control and project management support. Services include the design and implementation of project control systems to provide tracking and variance analysis.
Responsibilities Include:	Forecasting and tracking total project reporting as it relates to scope, budget, schedules, document controls, procurement, subcontracting, property management, and contract resource management.
Knowledge of And Skills in:	Architectural, engineering, and construction projects at detailed level, project management functions, and project control software.
Examples of Work:	Provides support to Program Managers and Project Managers and coordinates cost and scheduling activities with various groups. Assists in developing plans including budgets and schedules to meet contractual and project goals and objectives. Assists in developing financial controls, procedures, systems, and forecasting techniques to evaluate project status and ensure compliance with OCD expectations. Evaluates current project control systems and recommends changes as necessary.

### GIS Specialist

Education:	Bachelor's or Master's degree in geography, geology, engineering, planning, mathematics, government, computer science, or related field or equivalent work related experience.
Experience:	3 years' progressive experience using GIS technology and/or information management technology in a geographic-based enterprise.
Responsibilities Include:	Providing stable, reliable, and superior quality mapping and map-based reports and supporting GIS operations.
Knowledge of And Skills in:	GIS mapping applications.
Examples of Work:	Develops project maps showing existing conditions and proposed improvements. Develops target area maps for applications. Develops project location maps and other mapping products as necessary.

### Financial Lead

Education:	Bachelor's or Master's degree in accounting, finance, or related field or equivalent work related experience.
Experience:	10 years' experience in directing the accounting and financial functions of contracts.
Responsibilities Include:	Reporting and tracking project financial results, client invoicing, defining financial specifications, format and requirements for all activities, forecasting financial needs, and managing all control systems.
Knowledge of And Skills in:	Generally accepted accounting practices, government accounting practices, auditing practices, and standard office procedures.
Examples of Work:	Directs the accounting and financial functions of the project. Maintains accurate financial records. Prepares clear and accurate reports for informational and operational use. Reviews and verifies accuracy of financial data. Analyzes and reconciles expenditure and revenue accounts.

### Financial Assistant

Education:	High School diploma or its equivalent.
Experience:	1 years' experience in performing routine accounting/finance duties under a Financial Lead. Additional education in a relevant field such as accounting or finance may substitute for experience.
Responsibilities Include:	Under the supervision of a Financial Lead, responsibilities include processing standard financial records, compiling financial data, performing financial reconciliation and transfers, and operating computer-based financial software systems.
Knowledge of And Skills in:	Accounting practices and standard office procedures.
Examples of Work:	Assists with maintenance of financial records. Assists with the preparation of reports for informational and operational use. Reviews and verifies accuracy of financial data. Analyzes and reconciles expenditure and revenue accounts.

Clerical/Admin Assistant

Education:	High School diploma or its equivalent.
Experience:	1 years' experience in performing routine office administration and secretarial services. Additional education may substitute for experience.
Responsibilities Include:	Providing routine office functions and support services for management and staff.
Knowledge of And Skills in:	Standard office procedures, basic computer operations, and office equipment operation.
Examples of Work:	Prepares and processes various types of correspondence, forms, faxes and reports. Makes copies of documents and organizes and files documents. Answers and forwards incoming calls. Handles all outgoing and incoming mail responsibilities. Compiles and maintains records of office activities. Tabulates and posts data in record books or computers. Operates office machines and computer terminal to input and retrieve data.

Payroll Review Clerk

Education:	High School diploma or its equivalent.
Experience:	Entry level position.
Responsibilities Include:	Providing review of certified payrolls for CDBG compliance.
Knowledge of And Skills in:	Davis-Bacon wage rates, certified payroll process, CDBG labor compliance standards.
Examples of Work:	Reviews certified payrolls of construction contractors for accuracy and compliance with CDBG and OCD requirements. Reports discrepancies to Grant Manager or higher level supervisor. Makes copies of documents and organizes and files documents. Compiles and maintains records of office activities.

Interpreter (Spanish)

Education:	High School diploma or its equivalent.
Experience:	1 years' experience in translation and interpretation of English and Spanish. Additional related education or certification(s) may substitute for the required experience.
Responsibilities Include:	Providing interpretation or translation services for meetings, interviews, telephone calls, etc. especially in one-on-one settings.
Knowledge of And Skills in:	Principles and techniques of effective verbal and written communication in the English and Spanish languages. Has knowledge of CDBG labor compliance employee interview requirements and understands the interview process.
Examples of Work:	Interprets and translates spoken and written material from Spanish to English and from English to Spanish. Reviews translated material for accuracy of meaning, grammar, and syntax.



### Interpreter (Vietnamese)

Education:	High School diploma or its equivalent.
Experience:	1 years' experience in translation and interpretation of English and Vietnamese. Additional related education or certification(s) may substitute for the required experience.
Responsibilities Include:	Providing interpretation or translation services for meetings, interviews, telephone calls, etc. especially in one-on-one settings.
Knowledge of And Skills in:	Principles and techniques of effective verbal and written communication in the English and Vietnamese languages. Has knowledge of CDBG labor compliance employee interview requirements and understands the interview process.
Examples of Work:	Interprets and translates spoken and written material from Vietnamese to English and from English to Vietnamese. Reviews translated material for accuracy of meaning, grammar, and syntax.

### IT Consultant

Education:	Bachelor's or Master's degree with a focus on information technology such as computer or information science; management information systems, relevant advanced degrees and/or certifications are preferred.
Experience:	Five (5) or more years of management-level technical experience that includes the oversight of IT personnel.
Responsibilities Include:	Ability to manage effectively with or without subordinates. Management of all aspects of information systems and services.
Knowledge of And Skills in:	All aspects of information systems. Ability to interact and communicate with staff to understand results desired and strategies to produce more efficient workflow.
Examples of Work:	Facilitate development and implementation of improvements to information technology systems. Manage resolution of system and network issues. Manage new installations and migrations.

### IT System Analyst

Education:	Bachelor's or Master's degree with a focus on information technology such as computer or information science, management information systems; relevant advanced degrees and/or certifications are preferred.
Experience:	Five (5) or more years of professional level experience that includes software development and the support of information technology systems.
Responsibilities Include:	Ability to manage effectively with or without subordinates.
Knowledge of And Skills in:	Information systems analysis, adaptation and management.
Examples of Work:	Writing specifications for information systems, understanding operational systems and translating requirements into technical specifications, designing and implementing system modifications.

Case Manager

Education:	A Bachelor's or Master's degree or a two (2) year Associate's degree from an accredited university. A combination of education and relevant experience will also be considered.
Experience:	Two (2) or more years of experience providing customer service and/or clerical work. Experience with CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
Responsibilities Include:	Ability to perform the job function without direct supervision, while providing excellent customer service and remaining acutely aware of goals, expectations, and deadlines. Also, ability to acquire and implement a working knowledge of applicable rules and regulations
Knowledge of And Skills in:	Intermediate level Microsoft Office skills; ability to quickly learn new software applications.
Examples of Work:	Accomplishing phone calls and in-person meetings to explain federal and OCD rules, policies and procedures and to gather client information.

Policy & Technical Writer

Education:	Bachelor's or Master's degree in planning, business, communications, English, social or political sciences, technical discipline or other related discipline with work related experience in policy writing.
Experience:	Four (4) years of experience in writing policies, procedures, research and white papers and/or other public presentations for technical and/or public audiences. A master's degree in a related discipline may substitute for two (2) years of experience.
Responsibilities Include:	Conducting research, analysis on existing policies, procedures and technical requirements and drafting presentations and/or reports on existing policies or technical requirements. Drafting content and coordinating input into policies and procedures, presentations, technical documents white papers and other Program support documents from technical members of the team, OCD, state staff and other contributors to these documents. Also reviewing and editing documents for accuracy and formatting.
Knowledge of And Skills in:	Public policy; federal, state and local regulations and requirements; technical discipline; public presentation
Examples of Work:	Preparing of a wide range of written material (i.e., Program policies, technical reports, presentations, brochures, etc.) for dissemination to technical and non-technical audiences.

**NOTE:** All personnel and their associated job classifications must be approved by the OCD prior to billing. If, during the course of the contract, the Contractor adds personnel to the contract team, the Contractor will submit each individual's resume and proposed job classification to the OCD for prior review and approval. Once approved by the OCD, the individual will be added to the Contractor's roster. Personnel must be associated with one of the job classifications provided above and rate shall not exceed contract rate(s).