

September 26, 2019

INSURANCE INFORMATION NOTICE 2020-3

**SUBJECT: Statewide Remediation and Emergency Services
Effective 9/1/2019 – 8/31/2020**

This notice supercedes Insurance Information Notice 2017-2 dated December 8, 2016

ORM is the Division of Administration agency that is responsible for managing all state insurance coverage, both purchased and self-insured for property exposures. At the designation of the Commissioner of Administration, ORM also serves as the State of Louisiana public facilities sub-recipient representative for public assistance grants under federal regulations. Through this activity, ORM works with GOHSEP and FEMA to support state agencies through the coordination of benefits between insurance and public assistance grants for all temporary and permanent repairs to damaged State-owned facilities and property.

Statewide Remediation and Emergency Services – Prepositioned Contract

One aspect of managing the risk on state-owned property involves remediation services. The previous remediation contract was re-vamped entirely from its predecessor to ensure better protocols and controls over remediation/mitigation activities, which can be a significant component of a loss. The current, pre-positioned, statewide remediation contract became effective 09/01/2019.

The Vendor Contact Information and Regional Map forms, along with a sample Project Agreement are attached at the end of this bulletin. The Project Agreement will be used on all remediation services being processed through the Office of Risk Management. The claims examiner will complete and issue it to the involved parties.

Vendors must be **contacted in order of ranking based on the region and type of event**, i.e. Catastrophe (this only refers to a **Presidentially Declared Disaster**) or a non-Catastrophe event. Note these contractors have agreed to provide enhanced services and pricing under the current contract.

Should damage occur to state property, the affected state agency will utilize the services of the approved vendors, as afforded under this prepositioned contract. Agencies are allowed to retain remediation services to prevent further damage from occurring. Remediation services include but are not limited to water extraction, structural drying, dehumidification, deodorizing, cleaning and sanitation of a building and business personal property, temporary board-up or covering of openings, and pack-out and storage of business personal property.

The approved vendors must be utilized on damages involving an insurance claim or any damages being handled under a FEMA Public Assistance Grant when ORM is the sub-recipient.

After remediation activities are complete, your agency will be able to begin the restoration process to bring the damaged property back to its pre-crisis condition.

**IT IS IMPORTANT TO NOTE THAT SERVICES NOT COVERED BY INSURANCE
WILL BE THE RESPONSIBILITY OF THE AGENCY.**

Agencies must make the initial call for remediation services to the primary vendor in their region. If the primary vendor fails to respond with deployment information within 1.5 hours, then the agency may consider moving to the next vendor.

Additionally, if the primary vendor cannot deploy within one to four hours of notification (property must be accessible) on a non-Catastrophe event with both personnel and equipment, the agency may inform the primary vendor they are moving to the next ranked vendor and do so. If the primary vendor cannot deploy within one to twelve hours of notification (property must be accessible) on a Catastrophe event (Presidentially Declared Disaster) with personnel and within 24 hours with equipment, the agency may inform the primary vendor they are moving to the next ranked vendor and do so.

Notification to vendor(s) need to be documented. Documentation should include the date of the call, the vendor's company name and the specific person the agency spoke to and the reasons why their services were not available or acceptance of the notification. **Failed efforts to work with the primary contractor must be documented.** A vendor contact log is attached for agency convenience.

For losses involving the Office of Risk Management, the scope of work must be approved by the ORM or its designee (e.g., the Third Party Administrator, consultant). If there are remediation services needed for items not covered under the Self-Insurance Program, the user agency will be responsible for payment related to those services. **If the agency chooses not to mitigate non-insured elements and that decision or delay negatively impacts the insured claims process, the agency may jeopardize recovery from the Self-Insurance Program or the Public Assistance Program.**

Disaster Recovery and Emergency Remediation Guide

On the ORM website you will find the Disaster Recovery and Emergency Remediation Guide for your use and reference. The guide provides general and specific information regarding remediation activities. The guide is located at: <https://www.doa.la.gov/Pages/orm/Property-Claim-Reporting.aspx>

Document restoration and recovery

This remediation contract does not provide services for document restoration activities. Agencies are advised to consult with the Records Management and Archives Section of the Secretary of State's Office for guidance and advise on losses to or disposal of documents and records prior to contracting with a restoration company. Damaged documents that are past required retention times or do not have retention requirements may only need proper disposal. Other documents/records may need to be restored if restoration is possible.

The Records Services section of the State Archives serves the state and local governmental agencies operating in Louisiana with their records related needs. This section has three components: records management, the Records Center and micrographics. In addition, the section also assists state and local agencies with disaster planning and recovery issues and records related policies and procedures.

The Records Management program and the Conservation Lab serve as a source for information about disaster planning and recovery procedures. Information on the removal, repair and storage

of archival documents and permanent records from state and local government offices with damage from disasters, as well as disposal procedures for non-permanent records that have been damaged, can be obtained by contacting their office. Records Management can be reached through the records management officer statewide at 225-925-7552. The Conservation Lab can be reached through the conservator at 225-922-1218.

Reconstruction / Permanent Repairs

This remediation contract does not provide for services related to reconstruction / permanent repairs.

Contracts per vendor

To review a specific vendor's contract and attachments go to Louisiana's Electronic Catalog (LA eCat) on the OPS' website. The link for LA eCat is:

https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/eCat/dsp_eCatSearchLagov.cfm.

The contracts' can be searched for using multiple methods. The vendor's contract number is shown on the Vendor Ranking form. Searching by the contract number will ensure the correct contract is located.

List of Attachments:

Attachment A – Vendor Ranking and Contract Information

Attachment B – Regional Map

Attachment C – Sample Project Agreement

Attachment D – Vendor Contact Log

If there are any questions relating to this process, please email Sherry Price at sherry.price@la.gov or Patricia K. Barron at Patricia.Barron@la.gov. Any calls should be directed to Sherry Price at 225-342-8466 or Patricia K. Barron at 225-342-8467.

Attachment A

**VENDOR RANKING AND CONTACT INFORMATION FOR STATEWIDE
REMEDATION AND EMERGENCY SERVICE CONTRACT**

Vendor's **must be contacted in order of ranking** based on region and event type

The agency must make the initial call for remediation services to the primary vendor in their region for the event type, that is, damage due to a nonCAT event or damage to to a Presidentially Declared Disaster - CAT. If the vendor does not respond within the proper time frames, the agency may move to the next vendor on the list. Please refer to the Insurance Information Notification 2020-3 for further details.

REGION 1

Non Catastrophe (NonCAT)

	Vendor Name & Contract #	Contact #	After Hours #
1	Ashley Smith Construction 4400017643	504-416-8997	504-416-8997
2	Continuum Restoration Svcs 4400017629	337-714-8311	833-799-2837
3	Guarantee Restoration 4400017642	225-753-8682	225-753-8682
4	United Fire & Water 4400017628	225-755-7923	225-755-7923
5	Certified Cleaning & Restoration 4400017644	504-456-6768	504-456-6768
6	Service Master (DSI Holdings) 4400017641	844-215-7619	844-215-7619
7	ServPro EBR 4400017640	225-753-3434	225-266-4379

Catastrophe (CAT)

Presidentially Declared Disaster, only

	Vendor Name & Contract #	Contact #	After Hours #
1	Continuum Restoration Svcs 4400017629	337-714-8311	833-799-2837
2	Guarantee Restoration 4400017642	225-753-8682	225-753-8682
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REGION 2

Non Catastrophe (NonCAT)

	Vendor Name & Contract #	Contact #	After Hours #
1	Ashley Smith Construction 4400017643	504-416-8997	504-416-8997
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REGION 3

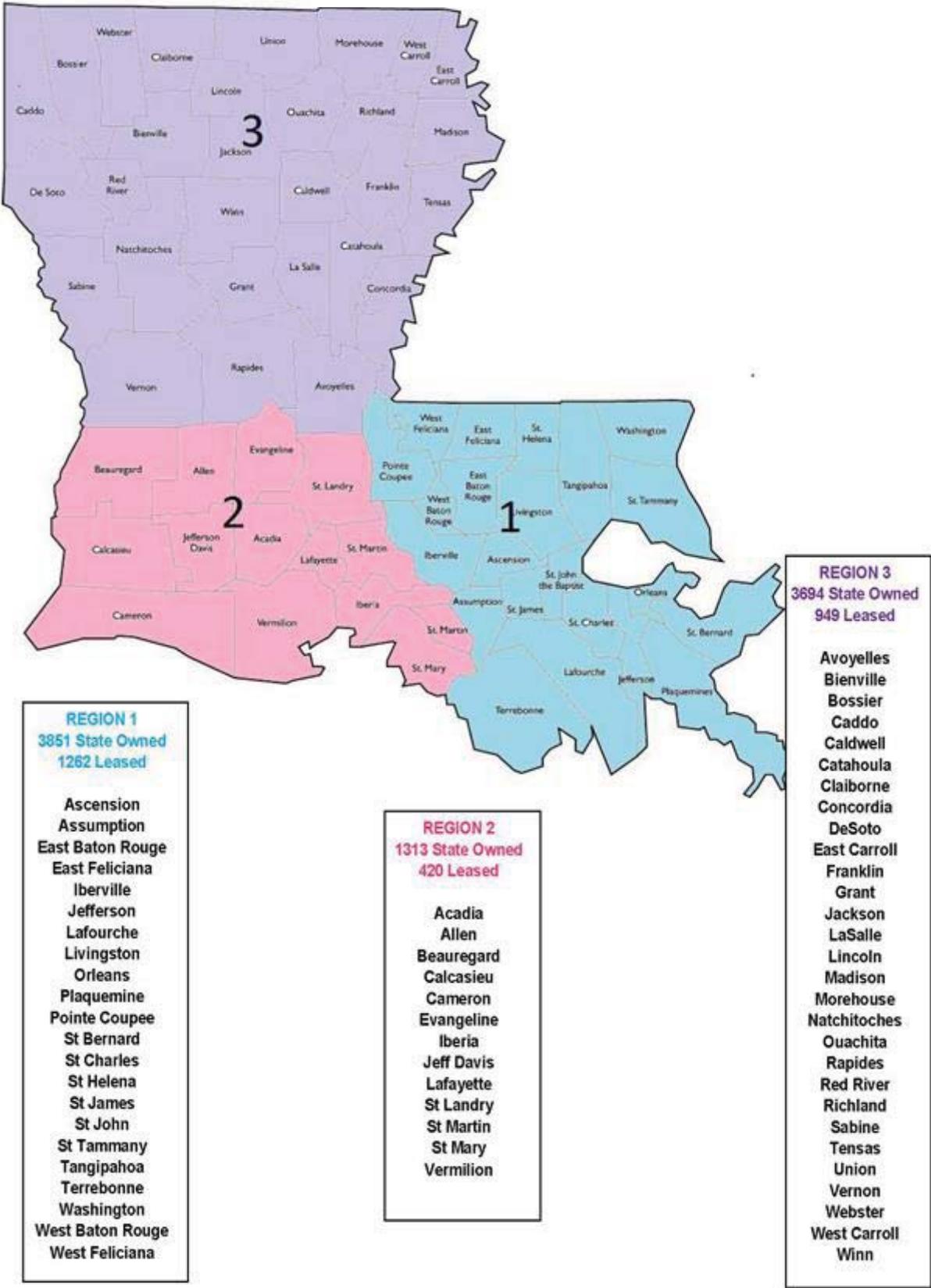
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Attachment B - Regional Map



Attachment C
PROJECT AGREEMENT
REMEDIATION AND EMERGENCY
SERVICES

This Project Agreement ("Agreement") is entered into on the date last written below ("Effective Date") by and between the following parties on the project:

Customer: The State of Louisiana, its user agencies, boards and commissions, and/or designated representative (hereinafter collectively referred to as "Customer" and/or "the State")

For this Project:

User Agency (State entity with affected property): Click or tap here to enter text.

User Agency Contacts (person(s) with access to involved property and will assist Contractor):
Click or tap here to enter text.

If requested services are due to an insurance claim, the Project's Designated Representative(s) are:
Click or tap here to enter text.

CONTRACTOR: Click or tap here to enter text.

Contract #: Click or tap here to enter text.

Project Agreement # (Loc Code, Bldg ID, Date of Loss, e.g. 2020.021045.002.01-15-2016 or 2020.021045-Multi 01-15-2016):
[Click or tap here –Enter ProjectName]

Project Location: Click or tap here to enter text.

Involved Buildings – List building, name, ID, and claim number; if multiple buildings use the Multiple Building List (Attachment 6)
Click or tap here to enter text.

IN CONSIDERATION of the mutual promises, covenants, and agreements contained herein and within the awarded Invitation to Bid (ITB) for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. WORK PERFORMED

CONTRACTOR hereby agrees to furnish all services, labor, materials, equipment and other items reasonably necessary to complete the work described below at the Project ("Work").

- As provided in attached Scope of Work incorporated herein (Attachment 1). Scope of Work is to be determined in the event of a loss and agreed upon by Contractor and Customer.

Contractor shall perform the Work in accordance with (a) the terms and provisions of this Agreement, its attachments and the awarded ITB with its attachments and exhibits (collectively referenced as "Agreement Documents"); (b) best industry standards and practices; and (c) Customer's requirements to maximize the potential for payment of claims and reimbursement of expenses.

Contractor agrees to perform Work within the time set forth in the Critical Path Projection Schedule set forth as Attachment 2, incorporated herein. However, Customer and Contractor agree that Attachment 2 will not be required for all projects and shall be agreed upon at the time of loss if needed.

Contractor agrees that if a Critical Path Projection Schedule is required all times and deadlines set forth in Attachment 2 are material terms to this Agreement and that, accordingly, time is of the essence. By executing this Agreement, Customer hereby authorizes Contractor to commence Work immediately, unless a different commencement date is provided here:

2. PRICE

Customer shall pay to Contractor in U.S. dollars all amounts due for Work in accordance with the following selected pricing:

- Rate Schedules:** All Work performed shall be priced in accordance with the Contractor's Labor, Materials, and Equipment Rate Schedules ("Rate Schedule") and the Additional Fees & Discount Schedule attached hereto and incorporated herein. Contractor's rate schedule prices do not include any maximum or not to exceed limitations on Price unless an addendum is included hereto, attached, and signed by the parties. All pricing based on the Rate Schedules shall be subject to the conditions set forth in attachment Conditions to Rate Schedules Pricing, which is also incorporated herein.
- Unit Cost Estimate (Xactimate):** All Work described above shall be priced in accordance with the Contractor's unit cost estimate prepared in Xactimate, a copy of which is set forth in attachment Xactimate Estimate and is incorporated herein. If applicable, the Xactimate Discount will be applied with the invoice submission.

Notwithstanding the pricing set forth herein, all labor, materials, equipment and subcontracted and vendor services in relation to the completion of this Project must fall within the acceptable parameters of the current industry standard prices and indexes. Unless otherwise provided in this Agreement or agreed by the parties (specifically, agreement from the Office of Risk Management or its designee must be obtained, if an insurance claim is involved), the Price shall not be increased during the term of this Agreement and/or prior to completion of Work.

Price specified herein does not include any state and/or local sales tax or use taxes on the Work or services performed, unless specifically stated in the Proposal. The State is exempt from all state, local and use taxes.

3. INVOICING AND PAYMENT

Unless otherwise agreed in writing by Customer, the Contractor shall submit an invoice for services rendered and/or portions of Work completed as outlined in the Agreement Documents and as stated below:

- A. For Projects priced based on Rate Schedules, invoices shall be submitted at the end of the project unless the project will exceed 30 days. If the project will exceed 30 days, then invoices shall be submitted monthly. The amount invoiced shall include all labor, materials, equipment, and subcontracted services provided during the invoiced time period at the amounts provided in Rate Schedules.
- B. For Projects priced on a unit cost basis (Xactimate), invoices shall be submitted upon completion of all Work.
- C. All invoices shall be submitted on a form and in such detail as is reasonably requested by Customer or its insurer during the invoiced period (not less than a thirty (30) day period) in accordance with the Agreement Documents. Invoices may be submitted electronically or personal delivery to the State's designated representative. Invoicing with support documents may be mailed to the State's designated representative, but only with prior contact with the representative to obtain permission and confirm delivery address.
- D. Invoicing must allocate billing for services per building with further breakdown to show billing related to contents at a specific building.
- E. Each invoice shall be in such detail and include information required by Customer including, but not limited to:
 - 1) Contractor's federal and any state tax identification number;
 - 2) Description of the Work completed, and the associated charges covered by the invoice;
 - 3) Any authorized changes or modification to the Work included in the invoice;
 - 4) Identification of subcontractors, equipment suppliers, and material men and their charges covered by the invoice;

- 5) Invoices involving insurance must include the project number, claim number, building name and, building ID number;
 - 6) Executed lien releases and waivers from all subcontractors and Contractor for Work covered, all in a form reasonably acceptable to Customer;
 - 7) As to each invoice submitted, an officer or owner of Contractor shall certify that Contractor has paid all services, supplies, equipment, materials, subcontract services, etc. on the Project as of the date of invoice and all liens, rights of lien and claims against Customer will have been satisfied to date.
- F. Payments on each invoice are due within thirty (30) business days following Customer's actual receipt, less any retainage allowed in this Agreement. Customer agrees to make payment of each invoice to Contractor in the amount and on the terms specified in the Agreement Documents for the Work rendered during the period covered by the invoice, regardless of whether Customer has a right to indemnity, insurance, or any reimbursement for remediation, restoration or construction on the Project.
- 1) **If the Project involves an insurance claim**, and Contractor has received approval for the Work from the State of Louisiana Office of Risk Management or its designee, payments will be made by the State's Third Party Administrator. **However, the involved agency or board/commission will be responsible for amount associated with the deductible, if applicable.**
- G. Customer shall review all invoices and notify Contractor of any exceptions, deficiencies or disputes in the invoice or related documents within twenty-five (25) business days of receipt of invoice. If Customer identified any exceptions, deficiencies or disputes as to the invoice, then Customer shall give Contractor notice, preferably in writing, indicating any basis for the exceptions, deficiencies or dispute, providing reasonable detail in support of such position.
- H. Only disputed amounts where notice has been given as required in this Agreement may be suspended. Contractor agrees not to assert a payment default on any properly disputed amounts, if Customer timely pays all undisputed amounts.
- I. Remediation and emergency services may involve repair Work that is covered by insurance and Work that is not covered by insurance. The user agency will be responsible for payment of Work that was not covered by insurance along with the agency's deductible, if applicable.
- J. Place of payment shall be at the address of Contractor set forth below. Payments shall be in U.S. Dollars by check written on U.S. bank account with sufficient funds.
- K. Customer may, at its sole option, retain up to ten percent (10%) of any progress or partial invoice until completion of this Project. If Customer receives notice of nonpayment from any subcontractor on the Project, then Customer may additionally withhold payment of the amount claimed by the subcontractor until a properly executed release, waiver or judgment regarding that claim is received by Customer. Customer may, at its sole option, withhold final payment on the Project until all Work is completed, including punch list items, and all lien releases and waivers on the Project are delivered. Customer and Contractor shall also comply with all state or local lien laws applicable to the Project.
- L. As a condition precedent to final payment under this Agreement, Contractor and each subcontractor shall release and discharge Customer from all liabilities, obligations and claims arising out of or under this Agreement.
- M. Payment by Customer shall not prejudice Customer's right to audit Contractor's records with regard to the Project as allowed by the Agreement Documents or to seek compensation for any overpayment or any other damages arising from the Project. In the event payment has been made by Customer in excess of the amount determined as being the entitlement of Contractor under the provisions of this Agreement,

Contractor shall repay such excess amounts within thirty (30) business days of request or dispute payment as provided herein.

4. INSURANCE REQUIREMENTS FOR CONTRACTOR

The Contractor shall purchase and maintain for the duration of the Agreement 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.

A. Minimum Scope and Limits of Insurance

- 1) Workers Compensation – Workers Compensation insurance shall be in compliance with the Workers Compensation law for the state of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 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.
- 2) Commercial General Liability – 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.
- 3) Business Automobile Liability – Business 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.
- 4) Pollution Liability (**required when asbestos or other hazardous material abatement is included in the Project**) – Pollution Liability Insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this Agreement and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 36 months, with full reinstatement of limits, from the expiration date of the policy if policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.
 - a) The contractor may obtain a Project Specific Pollution Liability insurance, in lieu of the above, A.4). Project Specific Pollution Liability Insurance, including gradual release as well as sudden and accidental, shall have a minimum limit per occurrence of not less than \$1,000,000 per claim. An Occurrence Policy Form is preferred. A claims-made Policy Form is acceptable subject to the Contractor's purchase of a 36 month Extended Reporting Endorsement. A policy period inception date of no later than the first day of anticipated Work under this Agreement and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided.

B. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions must be declared to and accepted by the State. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. Other Insurance Provisions – The policies are to contain, or be endorsed to contain, the following provisions.

- 1) Applicable to Commercial General Liability and/or Automobile Coverages:

- a) The State of Louisiana, its agencies, its boards and commissions, officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor.
 - b) The Contractor's insurance shall be primary in respects to the State of Louisiana, its agencies, its boards and commissions, officers, agents, employees and volunteers for any and all losses that occur under the Agreement. Any insurance or self-insurance maintained by the State shall be excess and non-contributory of the Contractor's insurance.
 - c) Commercial General Liability - ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) are the 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 the State.
- 2) Applicable to 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 State of Louisiana, its agencies, its boards and commissions, officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.
 - 3) Applicable to all coverages:
 - a) All policies must be endorsed to require 30 days written notice of cancellation to the State.
 - b) The acceptance of the completed work, payment, failure of the State to require proof of compliance, or the State's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
 - c) The insurance company(ies) issuing the policies shall have no recourse against the State for payment of premiums or for assessments under any form of the policies.
 - d) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the State.

D. Acceptability of Insurers

- 1) 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.
- 2) 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

- 1) Contractor shall furnish the State 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 the State before work commences and upon any Agreement renewal or insurance policy renewal thereafter.
- 2) The certificate holder shall be listed as follows:

State of Louisiana, its agencies, its boards and commissions,
officers, agents, employees and volunteers
PO Box 91106
Baton Rouge, LA 70821-9106
- 3) In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The State reserves the right to request complete certified copies of all required insurance policies at any time.

- 4) Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Agreement, at the election of the State, 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 Agreement.
- 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. The State reserves the right to request copies of the subcontractor's Certificates at any time. Additional requirements may apply if any subcontractor or other person or entity performs any services that involve hazardous waste, spill control or pollution clean-up.
- 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, employees, interns and volunteers will have no cause of action against, and will not assert a claim against, the State of Louisiana, its agencies, its boards and commissions, officers, agents, employees and volunteers 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 agencies, its boards and commissions, officers, agents, employees and volunteers shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents, employees, interns, and volunteers. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, agents, interns, and volunteers. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its agencies, its boards and commissions, officers, agents, employees and volunteers harmless from any such assertion or claim that may arise from the performance of this Agreement.

5. INDEMNIFICATION / HOLD HARMLESS

- A. Contractor agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, its agencies, its boards and commissions, officers, agents, employees, servants, and volunteers from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, 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.
- B. 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 proper handling of and expenses for all claims.

6. COMPLIANCE WITH LAWS AND PROCEDURES

- A. Contractor and Customer agree to observe and comply with all applicable laws, regulations, ordinances, orders, executive orders and directives (collectively, "Applicable Laws") of any governmental authority, federal, state, local or foreign, where appropriate, including without limitation FEMA, EPA, LDH, DEQ, and OSHA, and shall be in compliance with all applicable registration, license, and permit requirements at all times. Failure to comply with Applicable Laws shall be grounds for termination of this Agreement.
- B. Contractor agrees, in connection with the performance of its obligations under this Agreement, not to discriminate against any applicant or employee based on race, color, religion, sex, age, national

origin, disability, status as a covered veteran, or any other protected class status and to refer individuals to Customer on a nondiscriminatory basis, regardless of their protected class status. Contractor must comply with and abide by the applicable requirements of Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, The Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and by the Americans with Disabilities Act of 1990. Failure to comply with these statutory obligations shall be grounds for termination of this Agreement.

- C. Contractor certifies that it will comply with its obligations under the Immigration Reform and Control Act, the Fair Labor Standards Act and all other applicable federal, state and local laws and regulations in connection with Contractor's subcontractors and personnel assigned to Customer. Failure to comply with these statutory obligations shall be grounds for termination of this Agreement.
- D. In addition to the above, the following applies when the Project involves a presidentially declared disaster:
 - 1) Compliance with the Copeland "Anti-Kickback" Act
 - a. Contractor. The contractor shall comply with 18 USC § 874, 40 USC § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
 - c. Breach. A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.
 - 2) Compliance with Clean Air Act, 42 USC § 7401-7671q (Agreements in excess of \$150,000)
 - a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et seq.
 - b. The contractor agrees to report each violation to the State of Louisiana Office of Risk Management and understands and agrees that the State will, in turn, report each violation as required to assure notification to the recipient (Governor's Office of Homeland Security and Emergency Preparedness), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
 - 3) Federal Water Pollution Control Act
 - a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et seq.
 - b. The contractor agrees to report each violation to the State of Louisiana Office of Risk Management and understands and agrees that the State will, in turn, report each violation as required to assure notification to the recipient (Governor's Office of Homeland Security and Emergency Preparedness), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
 - 4) Byrd Anti-Lobbying Amendment
 - a. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ J; 44 C.F.R. Part 18; Chapter IV, ¶ 6.c; Appendix C, ¶ 4.
 - b. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
 - c. Applicability. This requirement applies to all FEMA financial assistance programs where contractors apply or bid for an award of \$100,000 or more.
 - i. The State must receive a lobbying certification and, if applicable, a lobbying disclosure from the Contractor if the Project will exceed \$100,000.
 - 5) Certification of no federal suspension or debarment
 - a. By signing the Agreement for a Project of \$25,000 or more, the Contractor certifies that their company, and subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in “Audit Requirements in Subpart F of the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (Formerly OMB Circular A-133).
 - 6) The Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
 - 7) This is an acknowledgement that FEMA financial assistance will be used to fund the Project only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
 - 8) The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.
 - 9) The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Agreement.
- E. If notified, Contractor shall at all times reasonably attempt to have its employees, officers, agents and subcontractors comply with applicable rules, policies and procedures promulgated by the State regarding personnel, building and/or workplace practices at the Project, including, but not limited to Drug and Alcohol and Firearms. Customer shall provide Contractor with copies of all applicable rules, policies, and procedures promulgated. If any of these procedures and policies adversely affect the timely performance of Work or the Scope of Work and were not provided prior to execution of this Agreement, then a modification of the Project’s Scope of Work may be needed. If a revised Scope of Work / Change Order is needed, a subsequent agreement and approval between the Contractor and the Customer will be required to approve the revision/change order. Failure to comply with these rules, policies, and procedures shall be grounds for termination of this Agreement.

7. CHANGES AND MODIFICATIONS

Customer may at any time, in writing, make changes within the Work as specified in this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for the performance of, any service under the Work, whether changed or not changed, an equitable adjustment shall be made in the Price and/or delivery schedule. Work and/or Price shall be modified, in writing, accordingly. Contractor shall notify Customer within ten (10) days of receipt of such change or modification of any adjustment in Price. Any change in this Agreement shall be made pursuant to this Agreement. Customer shall notify Contractor whether or not to proceed with such change.

8. INDEPENDENT CONTRACTOR

The status of Contractor and its employees and subcontractors to Customer shall be that of an independent contractor and not any other relationship including partner, agent or employee. Neither Contractor nor its subcontractors shall make any representation to the contrary to any person. Contractor shall not bind, or attempt to bind Customer to any obligation with any third party. In all of its activities under this Agreement, Contractor shall act consistently with its status as an independent contractor. None of Contractor's employees, agents or subcontractors shall be deemed employees of Customer. Customer does not and will not have actual, potential or any other control over Contractor, its employees or agents, except as otherwise expressly set forth in this Agreement. Persons furnished by Contractor under this Agreement shall not be entitled to any benefits that Customer provides its own employees.

9. ASSIGNMENT AND SUBCONTRACTING

This Agreement nor any portion of the Work shall be assigned without the prior written consent of the State, in and at the State's sole discretion. Contractor further agrees not to subcontract any portion of the Work to be performed hereunder without consent of the Customer, which shall not be unreasonably withheld. Contractor shall remain fully liable and responsible for performance of the Work and Agreement, including the conduct of such subcontractor. All services hereunder shall be performed by persons who are experienced and highly skilled in their professions and in accordance with the highest standards of workmanship in their profession. Any attempt to transfer, subcontract, delegate or assign Contractor's duties or responsibilities hereunder without having first obtained such approval shall be null and void.

10. WARRANTIES AND CORRECTION OF WORK

- A. Warranties – Contractor shall provide all services with a high degree of care, skill, diligence, professional knowledge, judgment, and expertise, according to sound work practices and accepted professional and industry standards, in a well-managed, organized, and efficient manner and to the entire satisfaction of the Customer. Contractor warrants and represents that all products and services provided or installed by the Contractor shall: (i) be of high quality; (ii) free from any defects; (iii) suitable for the purposes for which it was intended; (iv) performed in a good and workman-like manner; (v) comply with all applicable laws, regulations, standards, and codes; (vi) not violate any patent, copyright, trade secret, or other proprietary interests; and (vii) otherwise fully conform in all respects to the description or Statement of Work and this Agreement.
- B. Deficient Work – All Work furnished under this Agreement is subject to inspection, clearance testing, and/or other review as determined by Customer, Insurer or Customer's agent. If, in the opinion of the Customer, any of the Work is unreasonably delayed, executed carelessly or negligently, or in noncompliance with the requirements of all Applicable Laws, FEMA or Insurer's requirements, or this Agreement, then Customer may notify Contractor in writing of such deficiencies or non-conforming Work. Contractor shall promptly correct or re-perform nonconforming services at the Customer's request at no additional charge. If Contractor fails to correct or submit a corrective plan of action within five (5) days from the delivery of notice and correct the deficiencies noted to the satisfaction of the Customer within a reasonable time, then Contractor shall be in default of this Agreement, and Contractor shall, upon demand of the

Customer, discontinue the Work in accordance with Customer's written instructions, and Customer shall be relieved of all responsibility to pay for non-conforming Work.

- C. Contractor shall supervise and direct the Work, using its skill and attention, and be solely responsible for all cleaning and restoration means, methods, techniques, sequences and procedures utilized, as well as for coordinating all portions of the Work under this Agreement, except as otherwise directed by Customer, or a properly designated third party representative.
- D. Contractor at all times shall keep the property free from accumulation of waste materials or rubbish caused by its operations. At the completion of its Work, Contractor shall remove all of its waste materials and rubbish from and about the Project site as well as its tools, construction equipment, machinery and surplus materials.

11. SAFETY AND SECURITY

- A. Contractor shall (i) be responsible for initiating, maintaining and supervising all safety precautions and programs; (ii) provide to its employees, subcontractors, and materialmen any and all safety equipment necessary for performing the Work and shall cause its employees, subcontractors, and materialmen to use such safety equipment, procedures and protocol required by all local, state, and federal laws and best industry standards and practices; (iii) see that all goods, services and Work at the Project shall be performed in compliance with all federal, state and local occupational safety and health, environmental, hazard communication and right-to-know laws and regulations as currently in effect and as may hereafter be amended.
- B. Contractor and its employees, agents and subcontractors shall work in harmony with all other trades, employees, and contractors engaged in any work on the Project. Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property during the progress of such work, assumes all liability associated with the condition of the premises, including negligence of Customer except to the extent that any such injury or damage is due solely and directly to Customer's gross negligence or willful misconduct.
- C. Where required by Customer, Contractor agrees to conduct background screening in compliance with Customer's security standards on Contractor's and/or its subcontractor's employees working on Customer's premises. Customer will provide its security standards to Contractor on request. Customer reserves the right to review Contractor's employee screening program. Where deemed appropriate, and at Customer's sole discretion, Contractor's employees will carry/display Customer's identification credentials and be fingerprinted.
- D. Contractor shall be responsible for the performance and behavior of its personnel and subcontractor's personnel while they are performing services under Agreement. Customer shall have the right to object to any person performing services under the Agreement and upon notice of such objection, Contractor shall immediately remove any such person and replace him/her. Customer shall not unreasonably exercise such right.
- E. All personnel shall carry out their work and necessary contacts with Customer and its employees and customers so as not to unreasonably disrupt Customer's normal operation.

12. DEFAULTS AND TERMINATION

- A. Termination Without Cause
 - 1) Without prejudice to any other rights or remedies, Customer may immediately terminate all or any part of Agreement for its convenience upon written notice to Contractor, in which case Contractor shall be paid the percentage of the Price reflecting the percentage of equipment, materials or services provided or performed prior to notice of termination, plus costs resulting from Customer's termination, less the disposal or retention value of any termination inventory. The forgoing amounts may include a reasonable sum consistent with the rate schedule as set forth in Attachment 3 for any equipment, materials or services provided by Contractor in

termination of Work. In the event of such termination, Contractor shall immediately stop all work hereunder and shall immediately cause any of its suppliers or subcontractors to cease work or deliveries. Customer shall not be liable or obligated in any way for equipment, materials or services provided or performed after receipt of notice of termination or for any costs incurred by Contractor's suppliers or subcontractors which Contractor could have avoided, except for necessary demobilization costs.

- 2) Any claims arising from termination by Contractor under this section must be made in writing within ninety (90) days after the effective date of the termination notice, and Contractor shall provide Customer detailed documentation for such claims within said ninety (90) days.

B. Termination for Cause

- 1) In the event Contractor (i) becomes bankrupt or otherwise insolvent, (ii) commences or becomes the object of any proceeding involving Contractor's insolvency, bankruptcy, reorganization, dissolution, liquidation, or any similar proceeding for the relief of financially distressed debtors, or (iii) fails in any material way to perform any of the obligations under this Agreement, or so fails to make progress as to endanger such performance and does not cure such failure within ten (10) days of written notification by Customer, then Customer may, at its sole election, by notice to Contractor, terminate this Agreement.
- 2) If terminated for cause, Contractor shall not be entitled to payment of any additional amounts due to termination. The rights and remedies of Customer in this clause are in addition to any other rights and remedies provided by law under this Agreement or otherwise.

13. FORCE MAJEURE

Contractor shall not be liable for delays in the completion of the Project resulting from any circumstances beyond Contractor's reasonable control not occasioned by Customer's fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal government or any department or agency thereof, civil or military, acts of god, acts or failure to act by Customer, strikes, lockouts, embargos or wars. Upon the happening of any circumstances or causes aforesaid, Contractor shall notify Customer without delay and any relief granted to Contractor shall be limited to an extension of time to complete the Project to the extent the circumstance or cause delays the progress of the Project.

14. CONTRACTOR'S QUALIFICATIONS

- A. Contractor is a reputable firm regularly engaged in providing services with the experience, knowledge, abilities, skills, and resources necessary to complete Work. Contractor has and shall maintain in good standing all required governmental permits, licenses, registrations, certifications, and approvals necessary to provide the Work.
- B. Contractor will at all times maintain an adequate staff of experienced and qualified employees to ensure the efficient performance of the Work and its other obligations under Agreement. Each phase of work performed by the Contractor shall be under the direction of a project manager employed by the Contractor who has expertise in managing Work. All personnel directly involved with the performance of Work shall be trained regarding the use of safety equipment, protective equipment, and respirators (if applicable).

15. RECORDS AND AUDIT RIGHTS

Contractor shall maintain complete and accurate records of (i) Work; (ii) all activities in completion of its Work; and (iii) the services of any subcontractor. All records shall be maintained in accordance with recognized commercial accounting practices for a period of five (5) years after completion of the Project or termination of Agreement, whichever is later. At any time during the term of this Agreement and for a period of five (5) years thereafter, Customer or a duly authorized audit representative of Customer, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Agreement. In the event the audit reveals any errors (an error is a

math or detail error.) or overpayments by Customer, Customer shall provide Contractor written notice of said error along with all evidence found in support of such error. If any error found exceeds five percent (5%) of the amount of said invoice from which the error was found, then Contractor agrees to pay for the cost of said audit. Contractor shall refund the full amount of the overpayments and other charges due or dispute such claim in accordance with the dispute resolution procedure in Agreement within thirty (30) days of the audit findings.

A. The following applies if the Project arises from a presidentially declared disaster, Access to Records:

- 1) The Contractor agrees to provide the State of Louisiana Office of Risk Management, the recipient (Governor's Office of Homeland Security and Emergency Preparedness), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

16. SEVERABILITY

If any provision of the Agreement is invalid or unenforceable as against any person or party, the remaining provisions and the applicability of such provision to other provisions or parties shall not be affected thereby, and each remaining provision of Agreement shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

17. THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of the parties hereto and shall not confer any rights upon any person or entity not a party to this Agreement.

18. CONFIDENTIALITY

Contractor shall not, except as necessary in the performance of this Agreement or as authorized in writing by the Customer, supply, disclose, or otherwise permit access at any time to any confidential information concerning or in any way related to Customer. Contractor shall not publicize this Agreement or disclose, confirm, or deny any details thereof to third parties, or use any photographs or video recordings of Customer's property, officers, employees, or guests or use Customer's name in connection with any sales promotion or publicity event without the prior written approval of Customer. Further, Contractor and Customer acknowledge that they or their employees may, in the performance of this Agreement, come into possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or Customer, unless (a) the disclosure is (i) required by law, (ii) required by order of any court or tribunal or (iii) necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (b) the information has been acquired from other sources not due to a breach of this Agreement. Provided, however, Customer agrees not to assert any proprietary interest or claim of confidentiality regarding any of the cleaning and restoration procedures developed and used by Contractor in the performance of this Project.

19. NEWS OR ADVERTISING

No news, press or information release in any way relating to Customer, Contractor, this Agreement, Work, or any detail of this Project shall be made by either party to any news media or the general public, or used in any advertising campaign, advertisement, reference list, photograph, or promotional material generated by either party without the express written permission of the other party on an incident by incident basis, except as necessary to obtain payment and/or reimbursement from Customer's insurer on Project.

20. SURVIVAL OF PROVISIONS

Termination of this Agreement for any reason whatsoever shall not affect (i) any provision of Agreement relating to any right or obligation of any party which accrued or is vested prior to such termination and shall be deemed to survive the termination of this Agreement or (ii) any continuing obligation, liability, or responsibility of Contractor which would otherwise survive termination of Agreement, including, without limitation, Contractor's indemnification, warranty, or insurance obligations under Agreement. Unless otherwise specifically limited in this Agreement, the rights and remedies available shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity.

21. NON-EXCLUSIVE CONTRACT

Contractor agrees and acknowledges that this Agreement is a non-exclusive agreement to provide certain services to Customer. Customer may enter into one or more additional agreements with third parties relating to the same or similar services.

22. INTELLECTUAL PROPERTY ROYALTIES AND LICENSE FEES

Contractor shall pay any royalties or license fees owing for intellectual property rights of others used in the services furnished pursuant to Agreement.

23. WAIVER

No provision hereof may be waived except in writing signed by the party to be bound thereby. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such provision. If any provision of the Agreement is invalid or unenforceable as against any person or party, the remaining provisions and the applicability of such provision to other provisions or parties shall not be affected thereby, and each remaining provision of Agreement shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

24. TIME IS OF THE ESSENCE

Time is of the essence in the performance of all obligations under this Agreement, including without limitation the performance of all Work. Therefore prompt completion of the Work is required. Contractor shall meet the commitment to the completion of the Work in accordance with the Critical Path Projection Schedule established upon commencement of this Project. If Contractor is disrupted, adversely impacted or delayed at any time in the progress of the Work by changes ordered in the Work, by conduct of Customer or any of its other contractors or agents, fire, unusual delay in transportation, adverse weather conditions, acts of terror, security breaches on the property, unavoidable casualties, or any natural or other cause beyond Contractor's control, or by any cause that the Customer determines may justify the delay, then for each delay and the time for Contractor to complete its Work shall be extended for a reasonable time, but in no event less than the cumulative periods of the disruptions, impacts and delays.

25. FAILURE TO RESPOND

Should “CONTRACTOR” fail to respond in a timely manner upon notification, “CUSTOMER” will be entitled to the difference in price and any down time, caused by that substitution.

26. NOTICES

Any notices required or permitted to be sent under this Agreement shall be delivered by hand, mailed by registered or certified mail with return receipt requested, or emailed with reply request, and confirmed by registered or certified mail or email to Contractor or to Customer as set forth in Attachment 8. If Attachment 8 has been supplemented by written notice to Customer or Contractor, notice shall be sent to the contacts specified in the supplemental notice. Mailed notice shall be deemed effective on the fourth (4th) day following the date of deposit with the U.S. Postal Service. Attachment 8 may be completed after execution of this agreement, if needed, and distributed via email to appropriate parties. General correspondence regarding the Project may take place by email.

27. GIFTS AND GRATUITIES AND CONFLICTS OF INTEREST

- A. Contractor certifies that, to the best of its knowledge and belief, no economic, beneficial, employment or managerial relationship exists between Contractor and any employee of Customer or its parent, affiliate or subsidiary companies, or between Contractor and any relative of an employee of Customer or any such companies, which would tend in any way to influence such employee in the performance of his or her duties on behalf of Customer or its parent, affiliate or subsidiary company in connection with the awarding, making, amending or making determinations concerning the performance under the Agreement. Contractor agrees to immediately disclose to Customer in writing if Contractor subsequently discovers or identifies any such relationship or conflict.
- B. The exchange or offering of any money, gift item, personal service, entertainment or unusual hospitality by personnel of either party to Agreement to personnel of the other party is expressly prohibited. Any violation of this provision constitutes a material breach of Agreement.

28. GOVERNING LAW, VENUE AND FORUM

This agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

29. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this Agreement shall be resolved by provisions of LA R.S. 39:1671-1673.

30. MULTIPLE COUNTERPARTS AND FACSIMILE

This Agreement may be executed in separate or multiple counterparts by the parties. All of such counterparts shall be considered as one and the same instrument notwithstanding the fact that various counterparts are signed by only one of the parties, and all of such copies shall be considered as one and the same Agreement. In addition, any true and correct photocopy or facsimile copy of Agreement or Agreement Documents together with any signatures on such documents transmitted by any of the parties shall be deemed to be originals and may be utilized by any party for any purpose whatsoever, including any proceedings relating to this Agreement or Work. Upon request by any party, any counterpart, photocopy or facsimile copy shall be substituted with the actual signed copy or be executed by the parties without effecting the effective date or actual execution dates.

31. CONSTRUCTION

The headings assigned to the sections of Agreement are solely for the convenience of the parties and shall not limit the scope or be considered to interpret this Agreement. The terms set forth in Project

Agreement shall control over any conflicts between its terms and the terms of any other Agreement Document, except as specifically stated otherwise. The terms of this Agreement shall be interpreted consistently without regard to which party may have drafted its terms and without regard to any such presumptions.

32. ENTIRE AGREEMENT

This Agreement, the following attachments and the awarded ITB with its attachments and exhibits (collectively referenced as “Agreement Documents”) comprise the complete and entire understanding and agreement of the parties as to the services to be performed on the Project. No modification, alteration or waiver of this Agreement or any provision hereof shall be effective unless in writing and signed by both parties hereto.

This Agreement includes the following documents: *(check as applicable)*

- This Project Agreement
- Scope of Work w/Budget;
- Critical Path Projection Schedule
- Labor, Material, and Equipment Rate Schedules
- Conditions to Rate Schedules
- Xactimate Estimate
- Multiple Building Form
- Price Limitation Agreement
- Notice Information
- Other(s), specify [Click or tap here to enter text.](#)
- Other(s), specify [Click or tap here to enter text.](#)

By execution of this Agreement, Contractor and Customer each accept and agree to the terms and conditions of the Agreement and all Agreement Documents, effective as of [Click or tap here to enter text.](#)

Day, Month, Year

SIGNATURE PAGE FOLLOWS

