

STATE OF LOUISIANA

Emergency Contract

PO# 2000 735 757

The State of Louisiana, Division of Administration, Office of Community Development, hereinafter sometimes referred to as “OCD” or the “State”, and CohnReznick LLP, 7501 Wisconsin Avenue, Suite 400E, Bethesda, MD 20814, hereinafter sometimes referred to as the “Contractor”, do hereby enter into an Emergency Contract under the following terms and conditions. Contractor and OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

1. GENERAL AND ADMINISTRATIVE INFORMATION

This agreement addresses the QA/QC consulting 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 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

Attachment III: Contract Rider / Federal Compliance Provisions / U.S. Treasury Funded Activities

The parties acknowledge that this Emergency Contract is being entered into in order to facilitate the Quality Assurance/Quality Control Services that had been commenced by the Contractor under the prior contract between the Parties (PO 2000488781).

Entering into this Emergency Contract does not relieve the Contractor of: 1) any obligations under the prior contract, and 2) any possible penalties associated with performance under the prior contract.

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GOALS AND OBJECTIVES

The goals and objectives under this Contract include the following:

1. To provide statutorily and regulatory required quality assurance/quality control services for all programs which OCD administers or has a stakeholder interest.

1.2 PERFORMANCE MEASURES

The performance of the resulting 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 the resulting 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.

1.3 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 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.

1.4 CONTRACTOR TASKS AND RESPONSIBILITIES

See Attachment I: Scope of Services

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.

1.5 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 term of this contract shall begin on April 21, 2023 and end on April 20, 2024, unless terminated earlier in accordance with the provisions herein. Notwithstanding the foregoing, in no event, shall this Agreement be valid until it has been approved in writing by the Office of State Procurement in accordance with La. R.S. R.S. 39:1595.1.

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 the 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.

Any software, licenses or other expenses required to perform the services of this Contract, subject to approval from the State, will be reimbursable as an Other Direct Cost (ODC). Any such software will be hosted by the State. Upon termination of this Contract such software and licenses shall be transferred to the State.

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 OTHER DIRECT COSTS (ODC)

Other Direct Costs (ODCs) may include, by example: postage (includes US mail, FedEx, UPS, and etc.); costs for copying mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); approved in-State field travel that is not a normal part of Contractor's operations under the Contract (per State PPM 49) (State does not anticipate any such extraordinary travel).

Prior to purchasing or leasing any ODCs, the Contractor shall provide a list of ODCs to the SPM. The SPM will review that list and will either (a) authorize the Contractor to purchase, or lease the items or services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor should obtain price quotations from a minimum of three (3) sources.

2.4 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>

The Contractor must also provide the following for all staff and subcontractors (if used).

The following sections on background checks and drug screening shall only apply to any Contractor or subcontractor personnel not previously subject to a background check and drug screening under the prior contracts, PO 20004884781.

BACKGROUND CHECK

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities or construction sites, either through on-site access or through remote access. Background checks shall be conducted via the Louisiana State Police Bureau of Criminal Identification and Information or through other sources approved in writing by the SPM.

Before the Office of Community Development will permit onsite access to the Contractor, any subcontractor, any of their employees or authorized representatives, the Contractor must provide written confirmation that the background checks have been conducted with a “no findings” result.

DRUG SCREENING

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities and information, either through on-site access or through remote access. The Contractor must provide written confirmation that the drug tests have been conducted with “no findings:” result before the employee is assigned to this Contract.

2.5 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor’s federal tax identification number is 22-1478099 and state tax identification number 1682169.

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

All financial, statistical, personal, technical and other data and information relating to the State's operation 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 State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State 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 State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

The Contractor shall not be required under the provisions of the 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 the Contract, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and 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.

The obligations under Section 3 and its Subsections shall survive the termination or expiration of the Contract.

3.1 CONFIDENTIAL INFORMATION OF APPLICANTS

All information (including, but not limited to, an applicant's photograph or photographic likeness) acquired by the Contractor or its subcontractors, from whatever source, relating to individual applicant's application and related processing for any grant, or other Program administered under this Contract ("Confidential Applicant Information") shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the State by the Contractor in its performance of this Contract.

Other than as directed in writing by the State, only the Contractor's employees and subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in 3.2. State's Procedural Requirements, below) shall be granted access to Confidential Applicant Information and only after they have been informed of the confidential nature of the Confidential Applicant Information. The level of access of such individuals shall be dictated by the level of their defined need to know.

3.2 STATE'S PROCEDURAL REQUIREMENTS

The State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from Restore Database or Public Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the Contractor's own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of use. The Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise

its policies and procedures, the Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 3 and the Subsections thereof. The obligations under Section 3 are in addition to, and not in place of, the items outlined in Attachment I, Scope of Services.

3.3 DUTIES TO MONITOR AND REPORT SECURITY BREACH OR UNAUTHORIZED RELEASE, USE OR RELEASE OF INFORMATION

The Contractor and its Subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Applicant Information or any attempts to gain unauthorized access to Confidential Applicant Information. The Contractor and its subcontractors shall provide the SPM with immediate notification (not more than 24 hours) of the Contractor's awareness of any Security Incident involving Confidential Applicant Information. The reference to Security Incident herein may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Applicant Information or the unauthorized use of a system for the processing or storage of Confidential Applicant Information, or the unauthorized use or disclosure, whether intentional or otherwise, of Confidential Applicant Information.

In the event of unauthorized access to or disclosure of information, the Contractor, as well as any subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable state or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Information.

3.4 THIRD PARTY REQUESTS FOR RELEASE OF INFORMATION

Should third parties request the Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail and via facsimile to the representative designated in writing by the State as the State contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from Restore Database or Open Records Requests, as promulgated or as hereafter modified by the State. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OCD, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by the Contractor or its subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms associated with this Section may not be "marked up" by the Contractor as it is against the law for a non-law firm to share in legal fees.

3.5 SUBCONTRACT AGREEMENTS

The Contractor shall require agreements with all Subcontractors include the provisions of Confidentiality, Section 3 and its Subsections. OCD shall be provided copies of such subcontractor agreements upon request. All Subcontractor agreements will follow the provisions of this Contract and incorporate same by reference.

3.6 NON-CONFIDENTIAL DATA AND DATA OBTAINED FROM THIRD PARTIES

In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, the Contractor and subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Information may be obtained from insurance companies and other third parties.

3.7 LIMITATIONS ON COPYING; DELIVERY OF CONFIDENTIAL INFORMATION TO THE STATE; DESTRUCTION OF DATABASE; OBLIGATIONS AGAINST USE AND DISCLOSURE

No copies or reproductions shall be made of any Confidential Applicant Information except to effectuate the purposes of this Contract or upon the prior approval of the State. The Contractor and subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with the Ownership of Documents and State Furnished Resources section of the Contract, as between the Contractor and the State, all Confidential Applicant Information is deemed to be the property of the State.

Upon termination or expiration of the Contract, all databases and other storage media containing Confidential Applicant Information shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. The Contractor and subcontractors shall not keep any copies of the Confidential Applicant Information in any medium format; upon delivery of the Confidential Applicant Information to the State under this provision, the Contractor and applicable subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Information have been retained. Any exceptions to this provision must be approved in writing by SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

The obligations under this CONFIDENTIALITY Section shall survive the termination or expiration of the Contract.

4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum amount of \$3,500,000.

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. Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC. Contractor shall not attach any fee or “mark-up” to any ODC.

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 at OCDFinance@la.gov.

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, office space, 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 fee schedule in Attachment II, Rate Schedule will remain in effect for the term of the Contract. No travel expenses will be paid by OCD except as noted in Section 4.3, Payment for Other Direct Costs.

4.3 PAYMENT FOR OTHER DIRECT COSTS

The Contractor may be reimbursed for Other Direct Costs (“ODCs”). ODCs may include, by example: postage (includes US mail, FedEx, UPS, and etc.); costs for copying mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals

(scanners, printers); approved in-State field travel that is not a normal part of Contractor's operations under the Contract for these Contract services (per State PPM 49) (State does not anticipate any such extraordinary travel). Additional ODCs, if required, must be approved in advance of purchase by the SPM and the OCD Finance Manager. Prior to purchasing or leasing with approval, any ODCs, the Contractor shall provide a list of ODCs to the SPM and the OCD Finance Manager. The SPM and the OCD Finance Manager will review that list and will either (a) authorize the Contractor to purchase, or lease the items or services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor should obtain price quotations from a minimum of three (3) sources.

Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC along with the pre-approval from the SPM and the OCD Finance Manager. The Contractor shall not attach any fee or other "mark-up" to the ODC.

4.4 DISPOSAL OF ODC EQUIPMENT, LICENSES ETC.

The Contractor shall have any new contractual agreement to be paid as an ODC, including software licenses, assignable to the State at the termination of the Contract. The Contractor shall make timely and diligent efforts to have all existing contracts and software licenses amended, if necessary, to make the existing contract or software license assignable to the State at the termination of the Contract.

All items, movable or immovable, corporeal or incorporeal, which constitute Other Direct Costs under any part of the Contract or any exhibit thereto, or were otherwise paid by the State, which have not by their nature been entirely consumed by the date of the termination or expiration of the Contract, shall at the State's direction be delivered to the State, including but not limited to all furniture, equipment, and any unexpired licenses or contractual rights, which shall be assigned to the State or its assignee at the State's direction.

For any unexpired license or contractual right, in the event that the license or contractual right has been paid for by the State as an ODC but is not assigned to the State at the termination of the Contract, the Contractor must remit to the State the replacement cost at the time of Contract termination relating to the license or contractual right.

4.5 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.

4.6 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

The State may terminate this Contract for cause based upon the failure of the 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.

The 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. The parties agree that termination for convenience includes but is not limited to termination on a date selected by the State following the conclusion of procurement of a contractor(s) to provide the services, in whole or in part, provided for under this Agreement. The State may require in its sole discretion a transition period to facilitate an orderly transfer of services. 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 by the legislature 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 Commission, 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, Commission, its officers agents, servants, employees and volunteers.

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.

6.3 INDEMNITY RELATING TO SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES

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, State 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 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. The State 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 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 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 as provided for in the Proposal:

CGI Technologies and Solutions, Inc.

Metric Engineering, Inc.

Winsor Consult Group Corporation

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, 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, age or disabilities.

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/search/?s=omb+circulars>.

These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Contractor shall consent to, the amendment of this Contract to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Contract, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this

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 providing the funds for this Contract. Contractor will be notified of the grant closeout date 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 Agreement 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 Agreement or in any activity or benefit, which is part of this Agreement. Similarly, the Contractor and subcontractors should not have any conflicts of interest with respect to any litigation or administrative proceedings involving HUD, OCD or other CDBG grantees whether as a party, representative, or other capacity.

However, upon written request of Contractor, the State may in its sole discretion agree in writing to grant an exception for a conflict otherwise prohibited by this provision, following any process as required by the above citations, and the State determines that the actual or potential conflict may be avoided or mitigated. 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 CFR Part 30 and shall be in conformity with Federal Labor Standards Provisions (form HUD-4010), 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 agreement, 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.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, the Flood Disaster Protection Act of 1973; and Environmental Protection Agency regulations (40 CFR part 15), HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B; and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470). 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 Agreement.

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 \$2,000,000. 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.

Cyber Liability: Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence 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. The policy shall not be cancelled for any reason, except non-payment of premium.

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, and Cyber 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, 6th Floor
Quality Assurance/Quality Control

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 Agreement, including services performed under any related subcontract or subrecipient agreement, 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), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

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 this Emergency 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, 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.

31 DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement 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 Agreement, receive funds, authorized by this Agreement and to perform the services the Contractor is obligated to perform under this Agreement.

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 Agreement 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 AND 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 counsel 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 Emergency Contract, together with the prior contract (PO 2000488781), prior RFP and addenda issued thereto by the State, the Proposal submitted by the Contractor in response to the State's prior 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 Agreement.

39 ORDER OF PRECEDENCE

This Emergency 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 this Emergency Contract, second priority shall be given to prior Contract (2000488781)

excluding the Request for Proposals, its amendments and the Contractor's Proposal; third priority shall be given to the provisions of the Request for Proposals and its amendments; and fourth priority shall be given to the provisions of the Contractor's Proposal.

40 NOTICES

Any notice required or permitted to be given under or in connection with this Agreement 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:

Frank D. Banda
Managing Partner, Public Sector
CohnReznick LLP
7501 Wisconsin Avenue, Suite 400E
Bethesda, MD 20814
Frank.Banda@CohnReznick.com
301-280-186

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 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 or 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 counsel 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 counsel) 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 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 COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his/her duties and responsibilities under law, including, but no limited, to the Commissioner of Administration's authority in procurement matters.

52 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.

53 OTHER REMEDIES

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

54 CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.


For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

54 DUTY TO DEFEND

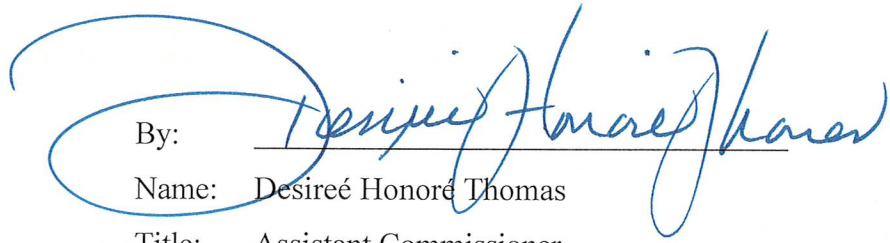
Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal. At the State's option, counsel providing the defense of the State shall be selected by the State.

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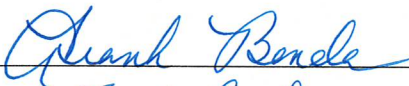
THUS DONE AND SIGNED by the Parties on the dates set forth below but effective as of the date given above.

By: 
Name: Patrick Forbes
Title: Executive Director
Date: 4.18.23

OFFICE OF COMMUNITY DEVELOPMENT

By: 
Name: Desiree Honore Thomas
Title: Assistant Commissioner
Date: 4/19/2023

DIVISION OF ADMINISTRATION

By: 
Name: FRANK Bawle
Title: Partner
Date: 4-12-2023

COHNREZNICK LLP

ATTACHMENT I SCOPE OF SERVICES

Overview

The State of Louisiana, with 51 out of its 64 parishes devastated by the Great Floods of 2016, received two Congressional appropriations totaling \$1.657 billion. Both the March flood, impacting north La., and the August flood, impacting south La., wreaked destruction on homeowners, businesses (both large and small), and governmental entities. The U.S. Department of Housing and Urban Development (HUD) is the administering federal agency, and the Office of Community Development, (OCD) is the state agency charged with implementation of the disaster recovery programs.

Attachment I details the 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 a Contract for or to accept more than their actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds.

The Contractor will be responsible for successfully evaluating, monitoring and reporting on the Restore Louisiana Program (Restore). The Contractor will provide Quality Assurance and Quality Control services for the Restore Program Contractor in regard to its Program Management and Building/Construction Management performance 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 disaster or other federally funded initiatives.

The Contractor will provide technical assistance and expertise in QA/QC and related subject matter areas to the OCD staff as needed for implementation, monitoring, assessment, and close-out of Restore program. The Contractor is also expected to regularly coordinate with other OCD contractors.

The Contractor shall coordinate to the maximum extent possible with the State and the State's Restore Program Contractor to create Program efficiencies and cost savings.

The Restore Program offers eligible homeowners the choice of four (4) Solutions:

SOLUTION 1. Turnkey (Full Service) solution whereby the Restore Program Contractor evaluates the damage and creates the scope of work, then performs or contracts for all needed services-environmental reviews/lead base paint testing, construction, etc. to bring the dwelling to a reasonable level of livability.

SOLUTION 2. Homeowner Managed Construction where the owner has already engaged a construction contractor or chooses to engage in a construction contract then the Restore Program Contractor will provide case management, environmental and construction management services, as needed.

SOLUTION 3. Reimbursement solution where the owner has already restored the dwelling to livability or incurred construction costs and can provide itemized invoices and proof of payment

for the eligible work performed. The Restore Program Contractor shall confirm that the work performed conforms to the level of actual flooding and determine if any additional work is required to restore the home to minimum Restore Program standards. The Restore Program Contractor would be charged with verifying invoices, applying reasonable cost standards to the invoices and paying the owner any amounts due, less any duplicate benefits received by the homeowner.

SOLUTION 4. Buyout solution when the State determines, with the assistance of the Restore Program Contractor, that the property should not be rebuilt. This solution may be implemented after commencement of the Program following a determination that sufficient funding is available.

Tasks to be accomplished under this contract will be addressed with associated deliverables, and timelines, among other requirements. This Scope of Services addresses Contract functional tasks that OCD is soliciting to support the implementation and program management of the Restore Louisiana Program (Restore) and any other similar disaster recovery programs yet to be defined, including programs occurring as a result of past and future disasters.

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). See Attachment V of the RFP for current Restore Program Management Policies and Restore Building/Construction Management Policies. This Scope of Services addresses the need for subject matter experts to assist OCD in performing the tasks and services described in Section 1.1 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 business.

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.

1.0 Scope of Work

The Contractor will act as the State's agent to:

1. Assist in the continued development of policies and procedures that ensure that the Restore Louisiana Program (Restore) is operated in an accurate, efficient, effective and accountable manner.
2. Test and report that the Restore Louisiana Program (Restore) Contractor (this contractor will be procured through a separate RFP) operates the Program in accordance with the policies and procedures developed for the Restore program, as well as with applicable

published Action Plans. This would include testing Restore program processes and sampling applicant files both at the eligibility and construction stages.

3. Monitor and test procedures to detect fraud, waste and abuse of Restore funds.
4. Develop and monitor controls to eliminate duplication of benefits from insurance companies, FEMA, and other sources of funds,
5. Develop and execute monitoring procedures to test compliance with federal and State regulations and compliance with the State's contractual agreements with HUD.
6. Assist in developing and managing internal quality control processes to ensure consistency among 3-10 construction contractors.
7. Monitor and evaluate for compliance with the Scope of Work (SOW) and damage estimates as produced through the Xactimate software.
8. Design and produce reports as required by the Restore Program Contractor, OCD and other stakeholders upon request and approval by OCD.

1.1 Tasks and Services

Task 1:

Restore Program Monitoring

Tasks associated with this requirement may include:

1. Evaluate and monitor Restore Program Contractor deliverables and performance measures providing documentation for the results of such monitoring efforts.
2. Provide recommendations, based on monitoring results, to OCD for Program adjustments.
3. Monitor through random sampling of construction projects under Solution 1.
4. Monitor, through surveys or other measures, homeowner satisfaction with the Program's application process and the construction process under Solution 1-3.
5. Review and analyze a random sampling of homeowner files checking for consistency and compliance with all Program policies including but not limited to Program eligibility; income determination and duplication of benefits analysis.
6. Analyze the Program Management and Building Construction Management processes through coordination with the Restore Program Contractor making recommendations for greater efficiencies and more effective approaches.

7. Develop and execute processes for monitoring compliance with federal and State regulations and compliance with the State's contractual agreements with HUD.
8. Monitor the Restore Program Contractor's document and data collection and archiving processes to demonstrate the Program's compliance with HUD and other governmental entities laws and regulations.

Task 2:

Information Technology Software System Reporting and Monitoring

Contractor will provide staff to prepare reports, graphs, and timelines for OCD and Restore Program Contractor. The QA/QC Contractor will have a comprehensive understanding of the State's Grant Management System (eGrants Plus) along with other software required for the success of the Program. Tasks associated with this requirement, include:

1. Prepare and deliver scheduled pipeline and situation reports to OCD along with other requested reports required throughout the Program.
2. Provide inventory dashboard reports to the Restore Program Contractor and OCD as requested. These reports should be created to run automatically once designed and approved.
3. Knowledge and ability to work within an Oracle database, business objects, sequel, and toad environments.
4. Review and modify all eGrants business customizations required by OCD or Restore Program Contractor to result with the greatest efficiency and effectiveness as possible.
5. Contractor shall work with OCD to produce any documentation required to facilitate an audit (internal or external) of OCD when needed, in an urgent matter.
6. Provide reconciliation reports and other schedules and reports to the SPM on a prescribed periodic basis established by OCD.
7. Review Program procedures, job-aids, centralized electronic repository, and training material to ensure consistency and accuracy with Restore Program policy.
8. Review Environmental Review Record (ERR) for compliance with HUD and other governmental laws and regulations as well as compliance with Program procedures.

Task 3:

Business Processes

The Contractor will provide staff to assist OCD staff with the design or enhancement of the processes, policies, and procedures for the Restore Louisiana Program administered by the OCD. Tasks associated with this requirement, include:

1. Evaluate ongoing processes for efficiency and effectiveness.

2. Assist with program/process changes that provide greater efficiency and effectiveness and optimizes use of personnel and other resources.
3. Evaluate impacts of CDBG investments with regard to compliance with HUD regulations related to national objective and eligible activities. The Contractor will monitor and report on Federal Register low-to-moderate (LMI) requirements and funding to the most impacted parishes.
4. Perform other tasks as required by OCD for developing and managing any ramp down and close-out of the Program during the term of the Contract.

Task 4:

Construction Monitoring

1. Contractor will audit files according to Restore Program guidelines comparing repair scopes of work and cost estimates based on inspections created in Xactimate software.
2. The Contractor will audit Xactimate SOW projects created in Xactimate using Xactimate analysis software tools for outliers or any unreasonable specification found in the SOW.
3. The Contractor will review and evaluate the Restore Program Contractor resolution and appeals process related to homeowner issues with construction, contractors and overall satisfaction of acceptable construction work through Solution 1.

1.2 Deliverables

Deliverable 1

Restore Program Monitoring

The deliverables will be at the direction of OCD; and the following represents anticipated key deliverables for this task.

1. Written recommendations for greater efficiencies and more effective approaches, including but not limited to the application processing, the scheduling of home repairs, and the coordinating of inspections.
2. Written documentation demonstrating monitoring efforts.
3. Provide training on Program enhancements to OCD staff and others as directed.
4. Other Program deliverables that may be needed.

Deliverable 2
Information Technology Software System Reporting and Monitoring

The primary deliverables will be at the direction of OCD; the following represents anticipated key deliverables for this task.

1. Reports describing HUD requirements for quarterly reporting.
2. Written recommendations of approaches to be used in efficiently managing grant management software.
3. Other Program deliverables that may be forthcoming from specific task assignment by OCD.
4. Status reports to OCD in a format approved by OCD.

Deliverable 3
Business Processes

The primary deliverables will be at the direction of OCD; the following represents anticipated key deliverables for this task.

1. Reports describing the processes and their effectiveness and whether the proper resources were allocated to those processes.
2. Written recommendations for process improvements that will optimize use of resources.
3. Other project deliverables that may be forthcoming from specific task assignment by OCD.
4. Status reports to OCD in a format approved by OCD.
5. Provide training on Program enhancements to staff
6. Develop and manage internal quality control processes to ensure consistency.

Deliverable 4
Construction Monitoring

1. The Contractor will prepare and report on Scope of Work outliers using Xactimate software (Xactanalysis).
2. The Contractor will conduct onsite reviews of construction work for homeowners participating in Solution 1 posting a summarized report of the construction review to the applicant's file.
3. The Contractor will provide process improvement recommendations for completion of construction activities, including transition from the complete application process to assignment of work to homebuilder contractors.
4. The Contractor will develop an appeal review process and report on results of its implementation.

1.3 Project Requirements

The Contractor shall provide competent and qualified project staff as specified for the applicable task schedule in the Scope of Services.

For planning purposes, it is estimated that the Contractor will need to provide, on average, one (1) Program Manager, two (2) Project Managers and four (4) Project Associates and/or two (2) IT Reporting Specialists to fulfill these services. Staffing needs may vary depending on OCD needs as the overall Program proceeds to ramp up and then close out. The personnel may, or may not, be the same staff throughout the Contract, depending on the skill sets and work load required. The above number of Project Managers, Project Associates and IT Reporting Specialists are estimates only and OCD reserves the right to increase or decrease the number based on actual need.

Project Staff

Program Manager

The Program Manager provides oversight of the Contract and serves as the principal point of contact on behalf of the Contractor. The Program Manager supervises all staff to ensure that all deliverables and deadlines are met.

The Program Manager should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Seven (7) or more years of professional level experience managing programs or projects with a \$10 million or more budget, and requiring a complex network of functional area coordination.
3. At least five (5) years of Community Development Block Grant (CDBG) housing or Federal Emergency Management Assistance (FEMA) Hazard Mitigation Grant Program (HMGP) experience at the federal, state, or local level and/or private sector. A working knowledge of regulatory and statutory compliance requirements for CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
4. Ability to coordinate with internal and external stakeholders of the organization to share information, make decisions, and/or implement effective solutions to problems or complaints.
5. Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.
6. Advanced level Microsoft Office skills; ability to import, create formulas, pivot tables, export data and run reports in Microsoft Excel; ability to quickly learn new software applications.

Project Manager

Project management of a part(s) of the QA/QC services is the responsibility of a Project Manager. This person is responsible to maintain the progress, mutual interaction and reporting on various tasks in such a way that reduces the risk of overall failure, maximizes benefits, and minimizes costs.

A Project Manager should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Seven (7) or more years of professional level project/program management experience.
3. Project Management Professional (PMP) certification is preferred.
4. Four (4) years of experience in hazard mitigation, housing, community development, economic development, construction management or related fields. Experience with CDBG housing and/or FEMA hazard mitigation programs or similar programs/projects is preferred.
5. Must have the discipline to create clear and attainable objectives and to see them through to successful completion. The Project Manager has full responsibility and authority to complete the assigned project.
6. Ability to track project performance, specifically to analyze the successful completion of short and long term goals.
7. Experience with process improvement and inventory control
8. Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.

Project Associate

A Project Associate should maintain a complete understanding of all applicable Program policies, requirements, and procedures and monitor or sample review files within the policies and procedures established. The Project Associate may assist with monitoring construction work, customer services, program reporting, and documentation of process and procedures. These tasks may include monitoring, tracking and reporting applications within multi-functional areas of operations with little or no direct supervision. Project Associates may specialize in specific subjects within the functional area.

A Project Associate should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university. Three (3) years of relevant experience may substitute for the degree.
2. At least three (3) years of experience relevant to the functional area and/or experience providing specialized advisory service, which may include construction, financial, housing, and/or related industry knowledge. Experience with CDBG housing and/or FEMA hazard mitigation and similar programs/projects is preferred.
3. Ability to manage effectively with or without subordinates.
4. Knowledge, skills, and abilities necessary to perform the job function with little to no supervision, while remaining acutely aware of timelines, meeting deadlines, and performance measures.
5. Ability to acquire a working knowledge of applicable rules and regulations and the ability to provide technical assistance for the Restore Louisiana Program.
6. Excellent written and oral communication skills, strong analytical skills, ability to work independently, and effective interpersonal skills.
7. Intermediate level Microsoft Office skills; knowledge of creating tables and graphs in Microsoft Excel; ability to quickly learn new software applications.

IT Reporting Specialist:

An IT reporting specialist will advise management on the selection of information systems and data to ensure the alignment with business processes and software. They will be responsible for the reporting from information systems while comprehending the operational process of the Restore Louisiana Program. They will also be responsible for creating reports and documenting business functions and processes.

An IT Reporting Specialist should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Five (5) or more years of reporting-level technical experience that include the oversight of system data.
3. Ability to manage effectively with or without subordinates.
4. Ability to analyze information using broad and deep knowledge of both the business and the technical aspects of all data systems.
5. Experience in Structured Query Language (SQL) including: writing queries, creating tables, data loads, database administration.
6. Advanced skills using Microsoft Office Suite – Excel, Access, PowerPoint, and Outlook.

The QA/QC Contractor must also provide the following for all staff and subcontractors.

BACKGROUND CHECK

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities or construction sites, either through on-site access or through remote access. Background checks shall be conducted via the Louisiana State Police Bureau of Criminal Identification and Information or through other sources approved in writing by the SPM.

Before the Office of Community Development will permit onsite access to the Contractor, any subcontractor, any of their employees or authorized representatives, the Contractor must provide written confirmation that the background checks have been conducted with a “no findings” result.

DRUG SCREENING

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities and information, either through on-site access or through remote access. The Contractor must provide written confirmation that the drug tests have been conducted with no “findings” result before the employee is assigned to this Contract.

**ATTACHMENT II
RATE SCHEDULE**

HOURLY RATE FEE SCHEDULE

Program Staff:

Program Staff	Hourly Rate
Program Manager	\$185.00
Project Manager	\$165.00
Project Associate	\$ 95.00
IT Reporting Specialist	\$135.00

All hourly rates shall be fully burdened and include all travel and Program expenses with the exception noted below.

NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL, UNLESS EXPRESSLY ALLOWED AS AN OTHER DIRECT COST (ODC).

ATTACHMENT III
CONTRACT RIDER
FEDERAL COMPLIANCE PROVISIONS

U.S. TREASURY FUNDED ACTIVITIES

The provisions of this contract rider for U.S. Treasury funded activities (“Treasury Rider”) contains contract provisions to be included in a for goods or services when those goods or services are in whole or in part funded with funds received or administered by the OCD from the U.S. Treasury (“Treasury Grant Funds”). The Treasury Rider is forms a part of the contract (“the Contract”) which expressly references and incorporates the Treasury Rider.

The provisions of the Treasury Rider apply to all goods and services funded in whole or in part by Treasury Grant Funds. A contract funded with multiple funding sources may have a separate rider applicable to each funding source (i.e. U.S. Treasury, U.S. Department of Housing and Urban Development, Federal Assistance Management Agency). In the event that multiple funding sources are utilized for payment of the goods and services, in order for the compliance provisions for each of those funding sources must be satisfied, each funding sources compliance provisions must be met.

If the Treasury Grant Funds are subject to a period of performance the concludes prior to the expiration of the Contract, no compensation shall be paid for services funded with Treasury Grant Funds after that period of performance, and Contractor shall complete services in a timely fashion as needed by OCD in order to closeout the grant under which the Treasury Grant Funds were provided.

The following provisions apply to all services provided under Contract for programs funded by grants from the U.S. Treasury in relation to the coronavirus pandemic. In the event that there is conflict between the provisions of the Treasury Rider and the Contract or another federal compliance provision contract rider to the Contract, if there are inconsistent provisions, the more stringent compliance provision shall apply. All other terms of the Contract remain in full force. Contractor shall require the terms of this rider are included all subcontracts (of any tier), and binding the subcontractors to the obligations herein.

I. Provisions Required by 2 CFR 200.317:

(A) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321)

In the hiring of subcontractors, Contractor shall use the following affirmative steps to assure that assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(B) Domestic Preferences for Procurement of Materials (2 CFR 200.322)

Contractor should, to the greatest extent practicable but not in violation of any applicable law or regulation applicable to the Grant Funds or inconsistent with any other provision of the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as provided in 2 CFR 200.322.

(C) Use of Recovered Materials (2 CFR 200.323)

In the performance of this contract, if materials are procured and the price of the item exceeds \$10,000, or if the value of quantity acquired under this Contract or an incumbent contract for the same services in the preceding fiscal year exceeded \$10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

II. Provisions Required by 2 CFR 200 Addendum II (See 2 CFR 200.327)

(A) ADMINISTRATIVE, CONTRACTUAL AND LEGAL REMEDIES: See Contract provisions. No additional requirements.

(B) TERMINATION FOR CAUSE AND FOR CONVENIENCE: See Contract provisions. No additional requirements.

(C) EQUAL OPPORTUNITY:

If the Contract is a federally assisted construction contract as defined in 41 C.F.R. 60-1.3, during the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1.0 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

2.0 *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(D) Davis-Bacon/Copeland Anti-kickback

If required by the legislation creating the program or appropriating funds to the Program, if the Contract is a construction contract in excess of \$2,000:

Contractor shall comply with the Davis Bacon Act, as provided in the following provisions as required by 29 CFR 5.5(a)(1)-(10):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona

bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days

of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and to advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the

suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i)

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the

(write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii)

The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit

the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and

Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) 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 the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this

contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contractor shall also comply with the Copeland Anti-kickback Act, as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury by appropriate directive or instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(E.) Contract Hours and Safety Standards Act.

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

3.0

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

4.0

- (3) Withholding for unpaid wages and liquidated damages. OCD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

5.0

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

6.0

- (5) The Contractor and subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period applicable to the record keeping requirements generally provided for in this Rider or the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

7.0

- (6) Records to be maintained under this provision shall be made available by the Contractor or subcontractor, as applicable, for inspection, copying, or transcription by authorized representatives of the U.S. Treasury, the Department of Labor, and OCD; Contractor or subcontractor, as applicable, will permit such representatives to interview employees

during working hours on the job.

(F.) Rights to Inventions. Not applicable.

(G.) Clean Air Act and Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

8.0

a. The Contractor agrees to report each violation to OCD and understands and agrees that OCD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

9.0 b. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Treasury Grant Funds.

10.0

(2) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

11.0

12.0 a. The Contractor agrees to report each violation to OCD and understands and agrees that OCD will, in turn, report each violation as required to assure notification to the U.S. Treasury and the appropriate Environmental Protection Agency Regional Office.

13.0

14.0 b. The Contractor agrees to include these requirements in each subcontract to be paid in whole or in part with funds from the Treasury Grant Funds.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts. Contractor shall not employ any sub-contractors pursuant to this contract that are suspended or debarred by any government entity.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OCD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor shall comply with federal statutes required in the Anti-Lobbying Act. The Contractor and each tier of subcontractors shall file the required certification that it will not and has not used federal appropriated funds paid to it under the Contract to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to OCD.

(J) Use of Recovered Materials (2 CFR 200.323)
See Section I(C), above.

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 CFR 200.216)

If this Contract involves the providing telecommunications and/or video surveillance systems or services, the systems and services provided must be in compliance with the restrictions of 2 CFR 200.216.

Additional Provisions Required by U.S. Treasury grant terms, directives or guidance:

(A) General Compliance Requirement: Contractor agrees to comply with any additional applicable requirements as previously or hereafter enacted in public laws creating the programs or appropriating funds to the programs under which the Treasury Grant Funds have been issued, or as required by the U.S. Treasury in its applicable grant terms, directives, guidance, federal statutes, regulations, rules, executive orders or otherwise with respect to contracts funded with the Treasury Grant Funds, without regard to whether such terms are set forth in this Rider or the Contract.

- (B) Reporting.
Contractor agrees to comply as directed by OCD to comply with any reporting obligations established by the State and Treasury, including the Treasury Office of Inspector General, as relates to the Treasury Grant Funds, and to comply with applicable data privacy and security requirements.
- (C) Maintenance of and Access to Records
- a. CONTRACTOR shall maintain records and financial documents sufficient to support eligible uses of Treasury Grant Funds.
 - b. OCD, the Louisiana Legislative Auditor, and the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.
 - c. Records shall be maintained by Contractor a period of five (5) years after all funds have been expended or returned to Treasury.
- (D) Contractor shall comply with any applicable provisions of requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- (E) Contractor shall comply with any applicable restrictions on lobbying under 31 C.F.R. Part 21.
- (F) Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Governor's Office of Homeland Security and Emergency Preparedness by the U.S. Department of the Treasury."
- (G) Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor shall adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles in the course of performance of this Contract.
- (H) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, CONTRACTOR should encourage its employees, CONTRACTOR's, and contractors to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

1.0 FUND USE

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.

2.0 RIGHT TO AUDIT

Contractor shall grant to the Louisiana Housing Corporation, the Governors' s Office of Homeland Security and Emergency Preparedness (GOSHEP), the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including Treasury, Treasury OIG, GAO and 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 during the term of this Contract and for a period of five (5) years after the closeout of the federal grant 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.

The State may require the Contractor to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor's activities performed under the Contract.

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 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.

3.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor and its subcontractors shall abide by the requirements of the following as applicable:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;, 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, or disabilities.

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.

4.0 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.

5.0 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.

6.0 DOCUMENTATION AND RECORD KEEPING

Contractor shall maintain all records required by the Federal regulations specified in 44 CFR §13.42, 24 CFR §570.506, 24 CFR §570.402, 24 CFR §84.21, and/or 24 CFR §85.21 that are pertinent to the activities to be funded as proposed.

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

7.0 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.

8.0 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.

9.0 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained 2 CFR 100.318(c) or 2 CFR 200.112. 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 Agreement 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 Agreement or in any activity or benefit, which is part of this Agreement.

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.

10.0 LABOR STANDARDS

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and 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.

11.0 CLOSE-OUTS

Contractor shall agree to comply with the federal requirements for project closure. Contractor's obligation to LHC 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. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)
3. Final request for payment (SF 270) (if applicable)
4. Invention disclosure (if applicable)
5. Federally-owned property report
6. Disposing of program assets

12.0 DRUG-FREE WORKPLACE REQUIREMENT

Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (41 U.S.C. 701).

13.0 ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is 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 in 2 C.F.R. Part 180 and

Treasury's implementing regulation at 31 C.F.R. Part 19

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.

14.0 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 LHC will provide such standards and policies to Contractor as a pre-condition of this stipulation.

15.0 SAFETY

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or 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.

Contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles and that ban text messaging while driving, and to otherwise decrease distracted driving.