

70# 2000407892

STATE OF LOUISIANA
CONTRACT

The State of Louisiana, Office of Community Development, hereinafter sometimes referred to as the "State" or "OCD", and the Board of Supervisors for Louisiana State University and Agricultural and Mechanical College on behalf of the Louisiana State University Agricultural Center, hereinafter sometimes referred to as the "Agency", and collectively as "Party" or "Parties" do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

Agency will provide technical assistance and advisory services to OCD, its subrecipients, contractors and subcontractors on the incorporation of best practices in building science into the design and practice of constructing resilient, high-performance housing in Louisiana.

1.2 STATEMENT OF WORK

Further details of the Statement of Work are contained in Attachment I, Statement of Work, attached hereto and made a part hereof.

1.2.1 INTRODUCTION

This Statement of Work defines the tasks to be performed, the required deliverables, the completion criteria, estimated completion dates, and establishes the responsibilities for accomplishing these tasks.

1.2.2 GOALS AND OBJECTIVES

The goal of this Contract is the production of safe, resilient, energy-efficient, durable and healthy homes that are affordable to own for the beneficiaries of OCD housing activities. The objective is the provision of technical assistance and advice to achieve the goal of resilient, energy-efficient and healthy affordable homes.

1.2.3 PERFORMANCE MEASURES

MONITORING PLAN

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

1.2.4 DELIVERABLES

The Contract will be considered complete when Agency has delivered and State has accepted services specified in Attachment I, Statement of Work. Deliverables will be specified by the SPM during the course of the Contract as the need arises.

1.2.5 SUBSTITUTION OF KEY PERSONNEL

The Agency's personnel assigned to 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 offered. In the event that any State or Agency personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the State's or Agency's reasonable control, as the case may be, the State or the Agency shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

2 ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on October 1, 2018 and shall end on September 30, 2021 unless terminated early under the provisions herein.

2.2 TAXES

Agency is responsible for payment of all applicable taxes from the funds to be received under this contract. Agency's federal tax identification number is 72-6000848, DUNS # 783201833.

2.3 COPYRIGHT

No materials, including but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Agency for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright is the property of and all rights shall belong to the OCD.

Software and other materials owned by Agency prior to the date of this Contract and not related to this Contract shall be and remain the property of Agency.

The OCD will provide specific project information to Agency necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to Agency by the OCD shall remain the property of the OCD and shall be returned by Agency to the OCD, upon request, at termination, expiration or suspension of this Contract.

2.4 COVENANT AGAINST CONTINGENT FEES AND CONFLICTS OF INTEREST

Agency shall warrant that no person or other organization has been employed or retained to solicit or secure this Contract upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the OCD 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.

No member, officer, or employee of Agency, or agents, Agency, member of the governing body of Agency or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Contract or in any activity or benefit, which is part of this Contract.

However, upon written request of Agency, the OCD 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 OCD determines that undue hardship will result either to Agency 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 Agency which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

2.5 SECTION 3 COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

Agency agrees to send to each labor organization or representative of workers with which Agency has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Agency's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the

section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

2.6 DISCRIMINATION AND COMPLIANCE PROVISIONS

Agency and its sub-contractors 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 Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Agency and its sub-contractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

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

2.7 CODE OF ETHICS

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

2.8 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.

2.9 CLEAN AIR ACT, CLEAN WATER ACT AND OTHER REQUIREMENTS

Agency agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD recognizes that Agency is not responsible for environmental or safety compliance that Grant Recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under this Contract.

2.10 ENERGY EFFICIENCY

Agency 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 Agency and its Subcontractors.

2.11 ELIGIBILITY STATUS

Agency, 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 at 2 CFR part 2424.

Agency 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.

2.12 DRUG-FREE WORKPLACE REQUIREMENT

Agency hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Agency and any third parties using funds under this Contract in accordance with 48 FAR part 23.500, et seq.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Agency a maximum amount of \$205,718.

Payments may be requested by the contractor upon final approval of the contract by the State's Office of State Procurement and in accordance with Attachment II, Budget. The parties may agree, in writing, without needing to amend this Contract, to a revision of the budget costs in Attachment II; provided however, that in no case shall any such revisions exceed the total amount under the Contract.

Each invoice must be approved in writing by OCD before payment can be made.

Agency's accounting office will submit invoices by major cost categories (salaries, fringe benefits, supplies, etc.). Accompanying each invoice will be a copy of the ledger sheet. For personnel expenditures, the ledger sheet and the Negotiated Fringe Benefit Rate will be the source documentation. Agency will provide copies of the initial appointment form and any updated personnel forms for all personnel billed to this Contract. For non-personnel expenditures, source documentation will be provided.

No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished. All eligible, approved travel expenses will be paid in accordance with PM 13, University Travel Regulations.

Payments are predicated upon successful completion efforts and written approval by the State of the described tasks as provided in the contract. Payments will be made by electronic funds transfer to the Agency after written acceptance by the State.

Invoices shall be submitted to Office of Community Development, Disaster Recovery Unit, P.O. Box 94095, Baton Rouge, LA 70804-9095, attention OCD Director of Policy, Resilience and Strategic Indicatives or designee. The State will make every reasonable effort to make payments within 30 work days of the receipt of the invoice.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

The State may terminate this Contract for cause based upon the failure of Agency to comply with the terms and/or conditions of the Contract; provided that the State shall give the Agency written notice specifying the Agency's failure. If within thirty (30) days after receipt of such notice, the Agency 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 Agency in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract. Agency may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Agency shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

The OCD may terminate the Contract in whole or in part at any time by giving at least thirty (30) days prior written notice to Agency. Upon receipt of notice, Agency shall, unless the notice directs otherwise, immediately discontinue work and placing orders for materials, facilities, services and supplies in connection with the performance of this Contract. Agency shall be entitled to payment on requests for services performed up to the date of termination contained within the notice, to the extent that requests represent activities satisfactorily completed under the terms of this Contract.

Agency may terminate the Contract in whole or in part at any time by giving at least thirty (30) days prior written notice to OCD, with such written notification setting forth the reasons for termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the OCD determines that the remaining portion of the contract will not accomplish the purposes for which the contract was made, the OCD may terminate the contract in its entirety under this paragraph or the Termination/Suspension for Cause provision of this Contract.

4.3 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.

4.4 OBLIGATIONS GOVERNING USE OF CDBG FUNDS SURVIVE TERMINATION

Termination of this Contract under any of the foregoing provisions 4.1 through 4.3 shall not alter or diminish Agency's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Contract and/or cease any of Agency's obligations that survive the termination of this Contract. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to the Agency in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of grants or loans issued by Agency under this Contract; (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Contract. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Contract (i.e. indemnification, etc.).

4.5 PAYMENT UPON TERMINATION

Except as in the event of termination or suspension for cause under Paragraph 4.1 above, Agency shall be entitled to payment on invoices submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Contract.

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

To the extent that the Agency is permitted to and utilizes the services of any third parties in performance of Agency's duties and obligations under this Contract, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold Agency and the OCD harmless and defend and indemnify Agency and the OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor and/or subcontractor's performance or nonperformance of the services.

6 NO ASSIGNMENT

No Agency 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 Agency from assigning his 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 and the Office of State Procurement.

7 APPLICABLE LAW, REMEDIES, AND VENUE

This Contract shall be governed by and construed in accordance with the laws of Louisiana. Any claim or controversy arising out of this Contract shall be resolved under the processes set forth in La. R.S. 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, and State of Louisiana.

8 FUND USE

Agency 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.

Agency and all Sub-contractors 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. Agency and each Sub-contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

9 NO AUTHORSHIP PRESUMPTIONS

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

10 AMENDMENTS, SUPPLEMENTS AND MODIFICATIONS

This Contract may not be amended, supplemented or modified except in a writing signed by both Parties in which they expressly state their mutual intention to amend, supplement or modify this Contract. Any such amendment is subject to the approval of the Office of State Procurement. No oral understanding or agreement not incorporated into the Contract is binding on any of the Parties.

11 DELAY OR OMISSION

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

other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

12 LEGAL AUTHORITY

Agency 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 Agency legal authority to enter into this Contract, receive funds, authorized by this Contract and to perform the services the Agency is obligated to perform under this Contract.

13 NOTICES

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

If to State:

Executive Director
State of Louisiana
Division of Administration
Office of Community Development
Disaster Recovery Unit
Mailing Address: P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
(225) 219.9600 (fax) (225) 219.9605

If to Agency:

Tammy Guillotte, CRA
Director for Sponsored Programs
Office of Sponsored Programs and Intellectual Property
Louisiana State University Agricultural Center
104 J. Norman Efferson Hall
110 LSU Union Square
Baton Rouge, LA 70803
Phone (225)578-6452
Email: tguillotte@agcenter.lsu.edu

14 RIGHT TO AUDIT

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Agency and/or its subcontractors that relate to this Contract at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Agency or subcontractor, as appropriate, with reasonable advance notice. Agency and its sub-contractors shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Agency or sub-contractor, as appropriate.

Failure of Agency and/or its sub-contractor 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 this Contract.

Agency 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. Agency will be notified of the grant closeout date by OCD. Records shall be made available during normal working hours for this purpose.

15 SUBCONTRACTORS

Agency may, with prior written permission from the OCD, enter into subcontracts with third parties ("Subcontractors") for the performance of any part of Agency's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Agency to the OCD for any breach in the performance of Agency's duties. Subcontractors' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the OCD shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.

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

16 INSURANCE

Agency is a state institution and as such is self-insured by the State of Louisiana Self-Insurance fund administered by the State Office of Risk Management. A Certificate of Insurance shall be filed with the OCD for approval. If so requested, Agency shall also submit copies of insurance policies for inspection and approval of the OCD before work is commenced. Said policies shall

not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the OCD and consented to by the OCD in writing and the policies shall so provide.

Agency shall not allow any Subcontractor to commence work on his subcontract until all insurance required for the Subcontractors listed below has been obtained and approved.

Workers' Compensation: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the subcontractor'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.

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.

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

Professional Liability (Errors & Omissions) Insurance: The subcontractor shall maintain Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the subcontractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. Coverage shall be provided for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy, if the policy is not renewed.

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

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

Commercial General Liability and Automobile Liability Coverages: The State, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the subcontractor. 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 subcontractor's insurance shall be primary as respects OCD, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by OCD shall be excess and non-contributory of the Agency's insurance.

Workers Compensation and Employers Liability Coverage: To the fullest extent allowed by law, subcontractor's insurer shall agree to waive all rights of subrogation against OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Agency for OCD.

Subcontractor's Insurance: Agency 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. OCD reserves the right to request copies of subcontractor's Certificates at any time.

Exceptions to the insurance requirements prescribed herein may be made with the written approval of the OCD.

The acceptance of the completed work, payment, failure of OCD to require proof of compliance, or OCD's acceptance of a non-compliant Certificate of Insurance shall not release the Agency from the obligations of the insurance requirements or indemnification agreement.

17 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.

18 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the undertakings between the Parties with respect to the subject matter hereof and thereof, superseding all negotiations, prior discussions, and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Contract.

19 PUBLIC COMMUNICATIONS

Agency and OCD shall coordinate all public communications regarding the services funded under this Contract.

20 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 Agency 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 OCD, unless expressly agreed in writing by the OCD and Agency. This provision does not affect the indemnity and insurance obligations under this Contract.

21 SAFETY

Agency shall exercise proper precaution at all times for the protection of persons and property, either on or off the work place, in connection with its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to applicable specific safety and health regulations described by 29 CFR 1925, if any, shall be observed and Agency shall take or cause to be taken such additional safety and health measures as Agency may determine to be reasonably necessary.

22 APPLICABILITY OF PROVISIONS INCLUDED/EXCLUDED FROM AGREEMENT

Failure to expressly reference any applicable federal or state regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either Party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein. Likewise, execution of this Contract will not obligate either Party to comply with any regulation, statute, public law, Executive Order, agency directive or OMB Circular, if not otherwise applicable to the use of the CDBG funds provided herein or to the particular services performed under this Contract, except with respect to the citation of LSA R.S. 39:1672.2-1672.4 which procedure shall be adopted to apply to this Contract.

23 E-VERIFY

Agency 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.

24 COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Agency shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.


25 AGENCY'S COOPERATION

The Agency 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

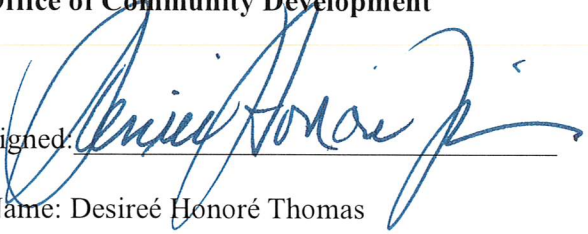
terminated and/or a lawsuit is filed. Specifically, the Agency shall not limit or impede the State's right to audit or shall not withhold State owned documents.

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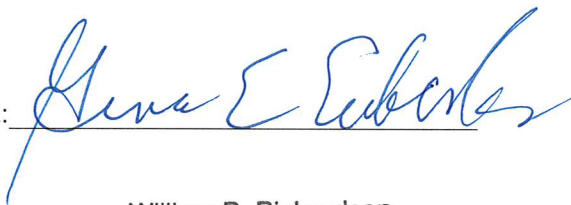
THUS DONE AND SIGNED on the date(s) noted below but effective as of the date given above:

Signed:  3-26-19
Name: Patrick W. Forbes Date
Executive Director
Title: _____

Office of Community Development

Signed:  3/27/2019
Name: Desiree Honoré Thomas Date
Title: Assistant Commissioner, DOA

Division of Administration

Signed:  1/29/19
Name: William B. Richardson Date
Vice President for Agriculture
Title: _____

**Board Of Supervisors For Louisiana State University And
Agricultural and Mechanical College on behalf of the
Louisiana State University Agricultural Center**

Attachment I

Statement of Work

Agency will provide technical assistance and advisory services to the Office of Community Development (OCD), its subrecipients, contractors, and subcontractors on the incorporation of best practices in building science into the design and practice of constructing resilient, high-performance housing in Louisiana.

1. Review and provide input to the content of program procurement documents for design and construction services for the housing development projects:
 - a. Pecan Acres Sustainable Resettlement Project
 - b. Isle de Jean Charles Resettlement Project
 - c. Lafourche Resilient Housing
 - d. Other future projects
2. Provide assistance in evaluating and scoring vendor responses to program solicitations.
3. Consult with OCD program staff, contractors, and subcontractors on the incorporation of building science best practices in home designs and specifications to achieve program objectives, including cost-effective resiliency, energy-efficiency, durability and healthy home attributes within budget.
 - a. Participate with design team in development of the design programs.
 - b. Participate with design team in selections of building systems, assemblies, features and specifications.
 - c. Provide residential energy modeling analysis to optimize designs and specifications to meet Energy Star version 3 certification requirements.
4. Evaluate construction documents to ensure compliance with best practices in building science to achieve performance objectives.
5. Provide technical assistance and training to project participants, such as OCD program staff, contractors, subcontractors and building officials, on execution of crucial high performance construction methods and inspection, including (if needed):
 - a. Presentation of building science basics, moisture management, energy efficiency and resilience strategies for the local climate and natural hazards.
 - b. Presentation of Energy Star requirements for the building envelope, water management, HVAC design, installation, commissioning and paperwork.

- c. Demonstration of performance testing methods (for familiarity with the final testing that will be required to achieve Energy Star certification).
 - d. Hands-on training on proper installation of insulation, duct sealing, weather resistive barriers, flashing, windows, hurricane hardware, high wind roofing and/or other specified high performance building assembly techniques.
 - e. Presentation and discussion of interim and final quality assurance/inspection processes to ensure the high-performance construction methods included in contracts are implemented through the construction process.
6. Inspect properties and projects through the construction process to provide technical assistance and advisory services to contractors for effective implementation of the high performance construction methods included in their contracts.

This project will be directed by Dr. Claudette Hanks Reichel, Professor, Louisiana Extension Housing Specialist and Director of LaHouse Resource Center. Project tasks will be implemented by Dr. Reichel and various LaHouse Building Science Educators.

Attachment II

Budget	
Salaries and Wages:	
Based upon 15% FTE of project director (Reichel) and 35% FTE of LaHouse Building Science Educators (two Extension Associates).	
Subtotal Salaries & Wages	\$126,279
Fringe Benefits @ 33% of faculty salaries	\$41,672
Total Salaries, Wages & Fringe	\$167,951
Travel:	\$12,600
Supplies:	\$1,000
Demonstration and training materials.	
Operating Services:	\$500
Printing of educational materials.	
Total Direct Costs:	\$182,051
Based upon 13% of MTDC (state agency off campus rate)	\$23,667
Total Project Cost	\$205,718