

**STATE OF LOUISIANA**

**CONTRACT**

**PO# 2000796304**

Be it known, that effective upon approval by the Office of State Procurement the State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit, hereinafter sometimes referred to as "OCD" or the "State" or "Agency", and AECOM Technical Services, Inc., 8555 United Plaza Boulevard, Suite 300, Baton Rouge, LA 70809 hereinafter sometimes referred to as the "Contractor", do hereby enter into a 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 address the administrative, technical, engagement, outreach, policy, planning, scientific and related support services needed to help develop, facilitate, and implement the Watershed Initiative. In addition to the program previously referenced, support services may also be requested by OCD to accommodate other existing disaster recovery programs and resilience/mitigation programs, which OCD administers or is a stakeholder and/or other disaster recovery programs and other federally funded initiatives yet to be defined, including programs occurring as a result of past and future disasters. The Watershed Initiative and other programs yet to be defined are collectively known as the "Program".

**2 SCOPE WORK**

Contractor hereby agrees to furnish services to State as specified in the Statement of Work Attachment. 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. Each request will be in the form of a document authorizing the completion of certain services (a "Task Order"). All services provided by the Contractor under any Task Order shall be governed by the terms and conditions of this Contract. 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:

- Statement of Work Attachment
- Price Schedule Attachment
- Insurance Requirements for Contractors Attachment

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

Each Task Order and any subsequent changes thereto shall be made in writing and signed by the Contractor and SPM prior to implementation. The Contractor will begin to provide particular services described in each Task Order as agreed upon between the Parties. The Contractor will perform all such services in a good and workmanlike manner and to the full and complete satisfaction of OCD.

## **2.1 GOALS AND OBJECTIVES**

The goals and objectives under this Contract include the following:

1. To facilitate the development and implementation of a statewide, watershed-based floodplain management program.
2. To obtain Program services which meet OCD's business requirements.

## **2.2 PERFORMANCE MEASURES**

The performance of this Contract will be measured by the SPM, who is authorized on behalf of the State to evaluate the Contractor's performance. The performance measures for this Contract shall include the successful performance and completion of Contractor's obligations as provided in this Contract and in each individual Task Order. Task Orders will be monitored monthly to measure progress toward finalizing deliverables and to measure that progress against the Task Order budget.

## **2.3 MONITORING PLAN**

OCD will monitor the services provided by the Contractor under Task Orders and the expenditures of funds under this Contract. The SPM will be primarily responsible for routine contact with the Contractor and the monitoring of the Contractor's performance. Monitoring of performance under this Contract will be conducted through tracking of progress on Task Orders as well as through regular meetings between OCD and the Contractor and any additional monitoring plans and/or performance standards developed by OCD and agreed to by the Contractor.

Task Order progress tracking will be accomplished through monthly Task Order tracking reports submitted in conjunction with invoices that include the percent completion of the Task Order and the amount invoiced to date. Percentage of completion estimates may be confirmed by OCD by a review of deliverables received. Analysis and comparison of percent work complete and amount invoiced to date against the Task Order budgets for these items will provide the monitoring information necessary to ensure the continued successful performance of the Contractor. OCD will closeout completed Task Orders using a quality/quantity control process to ensure that the work has been properly completed and all deliverables have been received.

## **2.4 DELIVERABLES**

Requests for services from OCD will come in the form of Task Orders, which will describe the scope of work, deliverables, budget, and schedule. The Contract will be considered complete when the Contractor has delivered and OCD has accepted all deliverables specified in this Contract and/or any issued Task Order(s).

## **2.5 SUBSTITUTION OF PERSONNEL**

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. In the event that any Contractor personnel become unavailable due



to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

### **3 ADMINISTRATIVE REQUIREMENTS**

#### **3.1 TERM OF CONTRACT**

This Contract shall begin on October 14, 2023 and shall end on October 13, 2026 unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for twenty-four (24) months at the same prices, terms, and conditions. Total contract time may not exceed sixty (60) months.

Prior to the extension of the contract beyond a thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the 3-year term.

#### **3.2 STATE FURNISHED RESOURCES**

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

The State may require the Contractor to utilize state furnished e-mail addresses for all activities conducted in association with the Program and require all or a portion of the electronic data and documents to be stored in State owned or controlled systems. The State may require that any website domains, phone numbers, and post office boxes utilized in connection with the Program be provided by the State or be assigned to the State or its designee at the termination of the Contract.

##### **Use of State Property**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State all property of the State prior to completion, termination, or cancellation of this Contract, unless otherwise specified herein. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

### **3.3 LICENSES AND PERMITS**

The Contractor shall secure and maintain any and all licenses and permits required by law, as well as pay inspection fees required to perform the work required to complete this Contract.

### **3.4 SECURITY**

Contractor's personnel and subcontractors shall comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the Program. Where special security precautions are warranted (e.g. correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <https://www.doa.la.gov/oa/ots/about-us/infosec/>.

The Contractor is responsible for promptly reporting to the State any known breach of physical or information security.

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>

### **3.5 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. State agencies are exempt from all State and local sales and use taxes.

The Contractor acknowledges that: (1) a LDR tax clearance certificate is required for approval of this contract and (2) Contractor is currently compliant in filing all applicable tax returns and reports, and in the payment of all taxes, interest, penalties, and fees owed to the State. The State reserves the right to withdraw its consent to this contract without penalty and to proceed with alternate arrangements should the Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) business days of such notification.

## **4 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 without prior express written approval of OCD.

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

#### **4.1 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 Data") 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 Section 3.1.2 below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

#### **4.2 STATE'S PROCEDURAL REQUIREMENTS**

The State has provided to the Contractor: the State Information Security Policy for Open 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 under the Statement of Work Attachment.

#### **4.3 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 Information or any attempts to gain unauthorized access to Confidential Information. The Contractor and its Subcontractors shall provide the State Program Manager (SPM) with immediate notification (not more than 24 hours) of the Contractor's awareness of any security incident ("Security Incident") involving Confidential Information. The reference to Security Incident herein may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Information or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized use or disclosure, whether intentional or otherwise, of Confidential 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 Data.

#### **4.4 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 The Road Home 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.

#### **4.5 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.

#### **4.6 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 Data may be obtained from insurance companies and other third parties.

#### **4.7 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 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 Section 30 of the Contract, as between the Contractor and the State, all Confidential 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 Data 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 Data in any medium format; upon delivery of the Confidential Applicant Data to the State under this provision, the Contractor and applicable Subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data 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.

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

The Contractor will not be paid more than the maximum amount of the Contract. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum amount of \$2,130,000.

#### **5.1 PAYMENT TERMS**

Payments are predicated upon successful completion and written approval by OCD of the described services and deliverables as provided in the Contract. Contractor will not be paid more than the maximum amount of the Contract. No payments will be made by OCD on banking or State holidays. Contractor

shall notify the State Program Manager in writing when seventy-five (75%) percent of the maximum contract amount has been expended.

Invoices shall be submitted on a monthly basis using a standard invoice format approved by OCD. Invoices shall be organized so that services associated with each individual Task Order 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. The SPM must approve all ODC's prior to cost being incurred. No additional expenses of any sort will be paid separately under the Contract. Only time and ODC's properly billed and approved by the OCD will be paid.

The maximum contract amount shall not be changed or amended by a Task Order. As set forth in Task Orders, compensation shall be invoiced on a time basis. Time services will be invoiced in accordance with the Rate Schedule in the Price Schedule Attachment and shall not exceed the maximum amount set forth in individual Task Orders, unless a revision to the Task Order is approved by the OCD in writing. Services not authorized by a Task Order shall not be paid. Travel time will be paid at one half (½) of the appropriate hourly rate for required in-state travel approved by OCD. Travel time does not include normal Contractor operations, including travel to and from out-of-state locations, or to and from OCD facilities within Baton Rouge or New Orleans or between Baton Rouge and New Orleans facilities. The staff may be required to travel extensively across the state. Every staff person will have a designated Louisiana domicile location for travel purposes, to be approved by OCD. Travel time will be calculated from the time staff leave their domicile location in Louisiana to the time they reach their work assigned destination.

Payment of invoices must be approved by the Financial Manager of the Disaster Recovery Unit of OCD or his/her 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 expiration of the sixty (60) days. 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, [OCDFinance@la.gov](mailto:OCDFinance@la.gov).

#### 5.1.1. Late Payments

Interest due by the Using Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202. The parties recognize that as the activities on this Contract are funded through federal funds, the provisions of LSA R.S. 39:1695 are expressly waived.

#### 5.1.2. Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law or otherwise stated herein.

## 5.2 OTHER DIRECT COSTS

ODCs may include, by example: major supplies (i.e., charrettes or plots/mapping and other physical presentation materials, etc.); cost of outreach and other public events; approved in-state field travel that

is not a normal part of Contractor's operations under the contract for these RFP services (per state PPM 49) (State does not anticipate any such travel); etc. 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. 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.

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. The Contractor shall not attach any fee or other "mark-up" to any ODC. The SPM must approve all ODC's prior to cost being incurred.

### **5.3 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.

### **5.4 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 unit prices stated in the Contract.

### **5.5 PENALTIES**

A penalty of \$500 per day for each business day a required deliverable associated with a Task Order exceeds the agreed upon Task Order completion date will be assessed against accounts payable to the Contractor under this Agreement. The penalty shall be limited to the dollar amount for the deliverable delayed, agreed to by both the Contractor and OCD, or \$10,000, whichever is less. 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.

## **6 TERMINATION**

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672

### **6.1 TERMINATION FOR CAUSE**

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

The Contractor 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 Contractor shall file a claim with the Chief Procurement Officer under La. R.S. 39:1671 -1673.

Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

### **6.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

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

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this 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, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## **7 INDEMNIFICATION**

### **7.1 GENERAL INDEMNITY LANGUAGE**

#### **7.1.1. Contractor Liability**

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

#### **7.1.2. Force Majeure**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

#### **7.1.3. Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

### **7.2 Intellectual Property Indemnification**

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii)

replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

### **7.3 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.

### **7.4 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. At the State's option, counsel providing the defense of the State shall be selected by the State.

Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

## **8 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1671-1673, as applicable.

## **9 PROHIBITED USE OF FUNDS**

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.

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining

any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier 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 the recipient.

## **10 ASSIGNABILITY**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

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.

## **11 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 Office of Community Development, Disaster Recovery Unit, or others so designated by them, and any other duly authorized agencies of the state where appropriate the right to inspect and review all books and records directly pertaining 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.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose. The Contractor and its Subcontractors 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 the Contractor or Subcontractor, as appropriate.

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 this 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 thirty (30) days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

## **12 CONTRACT MODIFICATION**

No amendment or modification 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.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

### **13 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:

(Insert list of subcontractors)

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.

### **14 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 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; the 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; and 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 their employment practices, and will perform their obligations under this Agreement 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 Agreement or other enforcement action.

### **15 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with 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.

**16 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.

**17 GENERAL COMPLIANCE**

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

**18 FINANCIAL MANAGEMENT**

The Contractor shall administer its project in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The Contractor is responsible for having all its Subcontractors and project sponsors administer their projects in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

**19 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.

## **20 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.

### **20.1 HATCH ACT**

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

## **21 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 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.

## **22 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.

**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.

**Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**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.

### **23 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.), 24 CFR Part 35, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-recipient shall ensure that for activities located in an area identified by the Federal Emergency Management (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition and construction purposes. 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.

Specifically, The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

In addition, The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

### **24 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.).

### **25 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.

## **26 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
3. Federally-owned property report
4. Disposing of program assets

## **27 INSURANCE**

**See the Insurance Requirements for Contractors Attachment.**

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 Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this contract in accordance with the Insurance Requirements for Contractors Attachment. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as specified shown in the Insurance Requirements for Contractors Attachment for the full term of the Contract. Failure to comply shall be grounds for termination of the Contract.

## **28 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING**

The work to be performed under this Contract, 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.

## **29 APPLICABLE LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Exclusive venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.



**30 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).

**31 OWNERSHIP OF DOCUMENTS/WORK PRODUCT/RECORDS**

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Contractor under this Contract are the property of the State. If applicable, all software and customizations developed under this Contract are the property of the State. Contractor, at its expense, shall deliver this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

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 material 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 State shall remain the property of the State. Contractor, at its expense, shall return this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

**32 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.

**33 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 and 24 CFR 24.510.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity. Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

**34 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.

**35 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 (P.L. 94-163) to the extent applicable to Contractor and its Subcontractors.

**36 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.

**37 CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS**

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

In addition to the Louisiana Ethics Code, the Contractor and all its Subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a Subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive 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.

**38 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.

**39 ENTIRE AGREEMENT CLAUSE**

This Contract, together with the RFP and addenda issued thereto by the State, the Proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by

reference, constitute the entire agreement between the parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

**40 ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated April 14, 2023, addenda thereto, and the Contractor's Proposal dated May 23, 2023, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and addenda thereto, and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and addenda thereto, and finally, the Contractor's Proposal.

**41 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  
Disaster Recovery Unit  
P.O. Box 94095  
Baton Rouge, LA 70804

**To Contractor:**

Vice President  
AECOM Technical Services, Inc.  
855 United Plaza Boulevard, Suite 300  
Baton Rouge, LA 70809

**42 NO THIRD PARTY BENEFICIARIES**

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autri. 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.

#### **43 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.

#### **44 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.

#### **45 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.

#### **46 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.

**47 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.

**48 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 Division of Administration.

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.

**49 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.

**50 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.

**51 E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

**52 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.

**53 COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

**54 WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

**55 WARRANTIES**

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the statement of work.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

**56 SANITIZATION OF STATE DATA/RECORDS IN CONTRACTOR'S CUSTODY**

Contractor shall sanitize all State data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information Security Team. Contractor shall provide quarterly a Certificate of Sanitization to the Using Agency's contract monitor

**57 HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

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

**AECOM TECHNICAL SERVICES, INC. SIGNATURE:**


By: 

Name: Michael J. Donahue, Ph.D.

Title: Vice President

Date: October 31, 2023

**OFFICE OF COMMUNITY DEVELOPMENT SIGNATURE:**

By:   
99B15F644B9B408...

Name: Patrick Forbes

Title: Executive Director

Date: 11/2/2023

**DIVISION OF ADMINISTRATION SIGNATURE:**


By:   
D9C7899F44BA4EE...

Name: Barbara Goodson

Title: Deputy Commissioner

Date: 11/3/2023

**Office of State Procurement Approval:**

By:   
270B287A5147443...

Name: AMY VINCENT

Title: State Procurement Manager

Date: 11/22/2023

## **STATEMENT OF WORK**

### **1.0 Overview**

Contractor shall provide program management support to supplement state staff capabilities relative to facilitating and implementing the Watershed Initiative (defined below) to The Louisiana Division of Administration, Office of Community Development (hereinafter referred to as the "OCD"). In addition to the program previously referenced, support services may also be requested by OCD to accommodate other state or federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives currently existing or yet to be defined of which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disasters. The Watershed Initiative and other programs yet to be defined are collectively known as the "Program".

OCD is issuing this Contract to procure a variety of administrative, technical, engagement, outreach, policy, planning, scientific and related support services that will enhance the capability, efficiency, and responsiveness of OCD to the Program needs. The Contractor will be responsible for providing support services needed to facilitate Program administration including, but not limited to, administrative support; policy and program development; technical assistance and evaluation; statewide plan development; regional planning and organization development; and outreach and engagement. Contractor is strongly encouraged to develop teams with other firms that can meet the requirements of this Contract. Only one (1) entity will be the prime contractor.

Upon request by OCD, the Contractor must work and coordinate with other State contractors, state agencies, local and regional entities, representatives and/or employees from the Division of Administration to facilitate Program operations. The Contractor will be required to execute task orders for specific services as required by OCD. The general information contained in this Contract is complete and accurate to the best knowledge of OCD and based upon circumstances existing at the time this Contract was prepared. Any such data and information released with this Contract are representations and not warranted by OCD.

The Contractor must possess the knowledge, capability, and resourcefulness needed to provide administrative, technical, engagement, outreach, policy, planning, scientific and related support services needed to help develop, facilitate, and implement the Watershed Initiative.

In addition to the Watershed Initiative program previously referenced, support services may also be requested by Office of Community Development (OCD) to accommodate other existing disaster recovery programs and resilience/mitigation programs, which OCD administers or is a stakeholder and/or other disaster recovery programs and other federally funded initiatives yet to be defined, including programs occurring as a result of past and future disasters.



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 U.S. Department of Housing and Urban Development's (HUD's) Opportunity Portal (link below) for a list of Section 3 businesses. <https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchResults.action?metropolitanArea=METRO12940M12940>

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. See 2 CFR Part 200.321.

## **2.0 Goals and Objectives**

1. To facilitate the ongoing implementation of a statewide, watershed-based floodplain management program.

At the time of release of this Contract, the Watershed Council, the heads of five (5) state agencies issued by the governor via executive order, to implement the Louisiana Watershed Initiative(LWI), has identified the following strategic areas and outcomes of the Program:

- **Data.** Relevant, living models and data in each watershed that are used for land use, policy decision-making, and project evaluation.
- **Engagement.** Stakeholders from all sectors and corners of the state have contributed and bought into the program and its outcomes.
- **Standards.** Jurisdictions across Louisiana demonstrate leadership in understanding and developing standards that are in alignment with state objectives, while the State of Louisiana demonstrates leadership by adopting these regulations and adhering to them before asking watershed, parish or municipalities to do so.
- **Funding.** Sustainable funding sources for each watershed to meet near and long-term project and maintenance needs, and for the state to maintain support and leadership capability.
- **Capability and Capacity.** Watersheds and their jurisdictions and the state have the resources, staff, skills, and tools necessary to effectively reduce flood risk to the existing built environment and limit risk through future development, redevelopment and project implementation.
- **Integrated Planning.** Each watershed has a plan that was developed by its member parishes, is aligned with the state plan and vice versa, and the state plan is supported by existing programs and state agencies.

2. To obtain Program services which meet OCD's business requirements.

## **3.0 Tasks and Services**

The Contractor shall provide competent and qualified staff to work on the scope of services under this Contract. Contractor shall not have any communication with federal, state or local agencies concerning any services under this Contract without permission from and coordination with the

OCD. Tasks to be accomplished under this Contract will be addressed in the form of task orders with associated deliverables, performance measures, budget, timelines, among other requirements.

The Contractor(s) will be 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. OCD reserves the right to modify or delete the tasks and services listed and, if appropriate, add additional tasks and services prior to and during the term of this Contract, subject to the approval of the OCD and Office of State Procurement.

At a summary level, these tasks include:

1. Watershed Council and Initiative Administrative Support
2. Policy and Program Development
3. Technical Assistance and Evaluation
4. Outreach and Engagement
5. Regional Planning and Organization Development and Plans
6. Statewide Plan Development

For each task listed below, the use of staff will depend on the skillset, timing of work, and needs of the Program. OCD reserves the right to adjust staffing levels depending on the actual needs of the Program. Under the supervision of and in collaboration with OCD, the Contractor shall perform the following tasks and services as requested by OCD:

**Task (1): Administrative Support**

1. Support and facilitate:
  - General administrative consistency across the Watershed Council and Program efforts;
  - Watershed Council meetings;
  - Technical Advisory Group and subgroup meetings;
  - Working Group meetings; and
  - Other meetings and other efforts.

Work associated with this effort includes, but is not limited to:

- Generating and maintaining documentation and records management system (subject to OCD approval) related to all efforts associated with the Program and any associated entities;
- Creating and reviewing materials related to the Program;
- Identifying and coordinating logistics related to time and location of meetings;
- Ensuring compliance with public meetings laws, as applicable;
- Coordinating attendance of meetings;
- Preparing agendas;
- Preparing meeting minutes;
- Preparing meeting materials and presentations;
- Tracking and ensuring completion of action items; and

- Preparing and/or organizing and/or coordinating research materials, white papers, tools and templates.
2. Coordinate assigned Program efforts with other vendors, state agencies, local and regional entities and other stakeholders to ensure consistency and efficiency of effort, deliverables and communications.
  3. Assist in the development of request for proposals, request for qualifications or other procurement documents needed to procure other services necessary to support the Program (i.e., data portal, modeling services, etc.). **Note: Contractors that participate in the development of request for proposals, request for qualifications or other procurement documents will be excluded from competing for the subsequent procurement(s).**
  4. Aggregate, review, process and present data and feedback received from various outreach and engagement events for incorporation into Program efforts, policies and decision-making processes.
  5. Facilitate and develop interim and final written reports on and organize documentation related to the best practices, processes and efforts associated with the development, decision-making and implementation of the Program, including but not limited to:
    - Watershed Council;
    - Working Group;
    - Technical Advisory Groups and associated areas of responsibility;
    - Data standards, procurement and maintenance;
    - Federal, state, regional, local, public and other stakeholder engagement, including models for engagement of and collaboration with private business interests related to the Program;
    - Local, regional, state and federal program and legislation alignment with the Program; and
    - Development of policies, procedures and methods of funding distribution.

## **Task (2): Policy and Program Development**

1. Assess existing legislation, policies, efforts and programs with actual or potential impacts on the Program:
  - Assess state agency program policies, practices and procedures;
  - Assess state policies and implementation practices with regard to federal programs;
  - Assess federal programs;
  - Identify opportunities, challenges and solutions for aligning state implemented (state and federally funded) programs with the Program;
  - Assess existing legislative and statewide policies and regulatory authorities and identify gaps, opportunities and needs; and
  - Assess existing local, parish and regional policies and procedures with regard to actual or potential impacts on the Program.

2. Support and facilitate alignment of existing efforts and development of new programs with the Program:
  - Coordinate the implementation of policy and program alignment decisions directed by state agencies;
  - Coordinate the development of policy and legislative recommendations along with actions necessary for implementation of same with local, regional, state and federal agencies and stakeholders;
  - Facilitate and implement public engagement activities for gathering public input and comment related to policy and legislation development;
  - Draft legislation, policies, local and state codes, ordinances and procedures;
  - Review legislation, policies and procedures for compliance with applicable federal, state and local rules and regulations;
  - Support consolidation of best practices within and outside of the State of Louisiana related to planning, funding, and project implementation; and
  - Identify areas of duplicative or contradictory effort, policies and/or procedures.
3. Support and facilitate the development of action plan amendments and other Program and procedure documents.

### **Task (3): Technical Assistance and Evaluation**

1. Watershed Data Portal:
  - Provide technical support and subject matter expertise to the Program;
  - Support planning for and structure of the online data library; and
  - Coordinate data integration with other vendors, state, local and regional agencies.
2. Data Gap Analysis:
  - Provide Program administration support for planning and implementation of the data collection strategy required to support the Program; and
  - Coordinate integration with other vendors, state, local and regional agencies.
3. Watershed Modeling:
  - Provide technical support and subject matter expertise to the Program;
  - Draft or assist with drafting of minimum standards, methodology, and criteria for watershed models at the direction of the Program; and
  - Coordinate integration with other vendors, state, local and regional agencies.
4. Nature Based Solutions:
  - Provide technical support and subject matter expertise to the Program;
  - Provide tools to quantify benefits and measure performance of nature-based flood mitigation projects and use for policy and planning decision making; and
  - Coordinate integration with other vendors, state, local and regional agencies.

5. White Papers and Research:
  - Conduct research into existing documentation of relevant standards and their contribution or impact to risk reduction and economic growth;
  - Development of white papers and compilation of literature research to facilitate development of recommended practices, policies, programs and projects; and
  - Develop interim and final reports of the findings and possible next steps.
6. Geographic Information Systems (GIS) Support
  - Provide GIS support to LWI state program management and regional watershed coalitions; and
  - Provide GIS support for watershed policy, planning and project objectives for state and regional entities.

#### **Task (4): Outreach and Engagement**

1. In close coordination with other vendors and Program agencies, engage stakeholders at all levels and provide technical assistance, training and technical information related to the Program's goals and objectives.
2. Work with state and federal agencies, to identify and achieve consensus on issues and decisions related to the Program.
3. Provide technical assistance and training and engage with floodplain managers, local engineers, city planning officials, code enforcement officials and other local and regional implementing staff and officials on policies and procedures related to the Program.
4. Provide technical assistance and training and engage with the public, stakeholders, local and regional agencies and officials and state and federal agencies on technical matters.

#### **Task (5): Regional Planning and Organization Development**

1. Provide logistical, planning and engagement support related to regional watershed planning. This effort includes, but may not be limited to:
  - Facilitate and mediate between local governmental officials, economic development entities, regional entities, state and federal agencies and other stakeholders to identify regional and contextually appropriate goals and objectives for each watershed region.
  - Provide technical support, as needed, in the regional watershed planning effort.
  - Coordinate input from the entities informing the development of the regional coalitions.
2. Incorporate information and input from the Program and associated watershed planning efforts, facilitate and develop contextually appropriate policies and procedures and criteria for regional coalitions to use in daily decision making and operations.

3. Provide support, as needed, in the development of codes, ordinances and policies for local and regional entities.
4. Provide support to regions related to the creation of regional watershed plans, including but not limited to capital improvements programming, incorporation of data and modeling into policy making, standards setting, and project selection.

#### **Task (6): Statewide Watershed Plan Development and Implementation**

1. Draft, facilitate engagement, coordinate input, coordinate review and edits and finalize the statewide watershed plan for the Program. The plan will include, but is not limited to:
  - Decisions made by the Watershed Council related to the Program and a statewide watershed plan, including support and context of the decision making process;
  - Information, research and recommendations from the various Program Technical Advisory Groups or similar type entities, state agencies, local and regional engagement efforts and any other associated Program efforts;
  - An updated and refined articulation of the goals and objectives of the Program;
  - Detail of conceptual and implementable statewide best practices that support the goals and objectives of the Program;
  - Identification of the state's minimum flood risk and mitigation standards and processes for determining acceptable levels of flood risk and impact on watersheds to be considered when undertaking programs and projects; and
  - Action items, benchmarks and timelines for achieving the goals and objectives of the Program.

#### **4.0 Deliverables**

Requests for services from OCD will come in the form of task orders, which will describe the scope of work, deliverables, budget, and schedule.

#### **5.0 Technical Requirements**

If applicable, technical requirements will be specific to the task(s) outlined in the task order.

#### **6.0 Project Requirements**

The Contractor will provide the following:

- **Project Management:** Oversight of all activities provided under the resulting contract(s) is to be performed by the project director. Day-to-day direction, guidance, and decision making is to be performed by the project director and/or project manager.
- **Monthly Meetings:** OCD may require formal monthly conferences no later than ten (10) calendar days following month end via videoconferencing or in person, at OCD's election, to discuss the progress of any work, problems encountered and proposed solutions.

- Reporting: OCD will require a monthly progress report submitted in conjunction with invoices that include the percent completion of the task order(s) and the amount(s) invoiced to date.
- Staffing Utilization Plan: OCD will require an initial staffing utilization plan within thirty (30) days of contract award and quarterly thereafter. All staffing utilization plans must be approved and accepted by OCD, to include but not limited to the assignment of work levels to different labor categories. All personnel and their associated job classifications, including job classification changes for existing personnel, must be approved by OCD prior to billing.

### **State Furnished Resources**

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned SPM shall be the principal point of contact for the Contractor's performance under this Contract.

The State may require the Contractor to utilize state furnished e-mail addresses for all activities conducted in association with the Program and require all or a portion of the electronic data and documents to be stored in State owned or controlled systems. The State may require that any website domains, phone numbers, and post office boxes utilized in connection with the Program be provided by the State or be assigned to the State or its designee at the termination of this Contract.

### **7.0 Personnel Qualifications**

The Contractor shall provide adequate staffing in number and qualifications to successfully complete the Scope of Services described herein in a timeframe required by OCD which will depend on the services included in a particular task order. The Contractor will be responsible for the management of staff and subcontractors and all personnel issues related thereto. All staff will be reviewed and are subject to approval by OCD. Changes from staff from one job classification title to another are subject to OCD approval.

<b>Job Classification Title</b>
Principal/Program Manager
Project Manager
Assistant Project Manager
Project Management Associate
Senior Scientist
Project Scientist
Staff Scientist
Senior Planner
Associate Planner
Associate Junior Planner
Public Relations and Outreach Specialist
Senior Policy and Technical Writer
Staff Policy and Technical Writer
Senior Engineer
Mid-Level Engineer
Staff Engineer
Engineer Intern
Wetlands Specialist
Social Scientist
CADD Technician
Scheduler
Cost Estimator
GIS Specialist
Economist
Clerical/Administrative Assistant
Interpreter (Spanish)
Interpreter (Vietnamese)
IT Consultant
IT System Analyst
Certified Floodplain Manager
Statistician/Risk Analyst



Contractor's resources should possess the following qualifications:

Principal/Program Manager

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

Project Manager

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

Assistant Project Manager

Education:	Bachelor's degree in an engineering, planning, business, technical or other related discipline.
Experience:	Three (3) years of experience in technical area and 3 years of experience in providing leadership assistance of major programs and projects.
Responsibilities Include:	Assist Project Manager in providing day-to-day direction, guidance, and decision making for operations involving Contractor services for the Program.
Knowledge of And Skills in:	Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks.
Examples of Work:	Assists Project Manager in the planning, directing, and coordination of daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for OCD and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with Grantees, contractors, OCD staff, and other interested parties regarding all aspects of program operations.

Project Management Associate

Education:	Bachelor's degree in an engineering, planning, business, technical or other related discipline.
Experience:	One (1) year of experience in technical area and one (1) year of experience in providing leadership assistance of major programs and projects.
Responsibilities Include:	Assist Project Manager and Assistant Project Manager in providing direct support, coordination and logistical services for the Program.
Knowledge of And Skills in:	Operations, coordination of daily project activities, clear oral and written communication skills, attention to detail and management of multiple tasks.
Examples of Work:	Provides coordination and logistical support to Project Manager and Assistant Project Manager to ensure project goals and objectives are accomplished. Coordinates meetings, ensures Program participants are informed and provided information required to achieve Program objectives, drafts written materials and presentations.

Senior Scientist

Education:	Master's degree in environmental science, natural or water resources sciences, biological science or related discipline.
Experience:	Ten (10) years of relevant experience
Responsibilities Include:	Research in experimental design, technical responsibility for interpreting, organizing, executing, budgeting, and coordinating complex assignments.
Knowledge of And Skills in:	Environmental, water resources or biological sciences. Experimental design. Risk analysis
Examples of Work:	Provides senior level environmental science consulting services to OCD regarding program/project management processes or projects.

Project Scientist

Education:	Bachelor's degree in environmental science, natural or water resources science, biological science or related discipline.
Experience:	Five (5) years of relevant experience
Responsibilities Include:	Research in experimental design, competence in organizing and coordinating routine and complex assignments.
Knowledge of And Skills in:	Environmental, water resources or biological sciences. Experimental design. Risk analysis.
Examples of Work:	Provides environmental science consulting services to OCD regarding program/project management processes or projects.

Staff Scientist

Education:	Bachelor's degree in environmental science, natural or water resources science, biological science or related discipline.
Experience:	One (1) year of relevant experience
Responsibilities Include:	Research in experimental design, competence in organizing and coordinating routine and complex assignments.
Knowledge of And Skills in:	Environmental, water resources or biological sciences. Experimental design. Risk analysis.
Examples of Work:	Performs assigned environmental science consulting services tasks.

Senior Planner

Education:	Master's degree in urban, regional, and/or rural planning, public administration, public policy or a related field; or Bachelor's degree in an architecture, engineering, planning, business, technical, resilience or other related discipline with work related experience in professional planning.
Experience:	Seven (7) years of experience in professional planning.

Responsibilities Include:	Develops the strategy and presents and facilitates community, public official and other stakeholder meetings to solicit and inform planning processes. Manages complex planning studies, development applications and reviews master planning contractor proposals. Reviews and processes complex comprehensive plan amendments, re-zonings, annexations, site plans, plats. Develops project budgets, administers bidding process, and verifies contract expenditures and compliance. Conducts research and prepares statistical reports on land use, physical, social & economic issues. Provides professional planning assistance to member communities on varied land use projects. Develops transportation plans, studies and analyses on regional basis. Works in regional Program areas relating to natural/water resources planning, community development, hazard mitigation, coastal zone management and others, coordinates with staff, planning & zoning board, and council, and may supervise others.
Knowledge of and Skills in:	Well-developed knowledge of one or more planning disciplines, such as urban design, affordable housing, economic development or land use. Knowledge and experience in construction processes. Knowledge of principles, methodology, practices of research and data collection. Clear written and oral communication skills. Knowledge of strategies for soliciting public input into planning processes.
Examples of Work:	Directs planning initiatives and reports to Program Manager. Facilitates community engagement and input efforts necessary for developing different planning strategies. Prepares and presents planning reports and projects. Coordinates with OCD and other state staff, elected/appointed officials or other decision-makers.

### Associate Planner

Education:	Bachelor's degree in planning, public administration, public policy, architecture, engineering, business, technical, or a related field.
Experience:	Four (4) years of professional planning experience. A master's degree and a minimum of two (2) years of experience in the planning profession is also acceptable.

Responsibilities Include:	Interprets and presents applicable state, county and local codes, ordinances and regulations to Program staff, to local and regional stakeholders and to members of the public. Engages regularly with different communities and regions to provide support on Program initiatives. Works with Program staff and local communities to correct deficiencies or violations of regulations. Assists with updates and maintenance of master plan and land development regulations. Conducts review of various development applications including plats, permits, site plans, variance requests and re-zonings. Conducts extensive research in specific or general project areas and prepares informational materials and presents recommendations and results of research. Identifies community problems, issues, and opportunities in particular neighborhoods that could be mitigated through better community planning. Working in the field and offsite, develops long range plans for communities with common developmental issues through extensive community engagement and participation with Program staff. Develops strategies to promote economic and community development or efficient land use consistent with community goals through extensive community engagement and participation with Program staff. Evaluates adequacy of community facilities in meeting current and projected needs. Recommends priorities, schedules, and funding sources to implement public improvements plan. Writes, or assists in writing, a variety of ordinances and regulations relating to development controls.
Knowledge of and Skills in:	Planning principles and practices. One or more planning specializations, such as economic development, transportation planning, or environmental planning. Principles, methodology, practices of research and data collection, community remediation and redevelopment, and knowledge of relevant federal programs.
Examples of Work:	Leads and coordinates workshops and table discussions with various stakeholders in order to capture various levels of input into the Program processes. Develops, finalizes and presents formal and technical reports, working papers, and correspondence, reviews plans and applies provisions of the ordinances and codes to determine compliance with such regulations and to apply regulations to field conditions, and presents research findings to various public bodies, boards and committees.

#### Associate Junior Planner

Education:	Bachelor's degree in planning, public administration, public policy, architecture, engineering, business, technical, or related area of study.
Experience:	Entry level position.

Responsibilities Include:	Drafts planning studies and reports in support of new and updated plans, programs and regulations. Reviews or assists in the review of moderately difficult development proposals and site plans for conformance with codes, plans, and regulations. Prepares and presents detailed reports on development proposals to government bodies. Collects a variety of statistical data, including data obtained from various outreach and engagement events and prepares reports and maps on topics such as community preference, trends, census information, land use, tax base data, and occupancy rates. Evaluates or assists in the evaluation of re-zonings, ordinance amendments, site plans, special use permits, variances and other proposals others.
Knowledge of and Skills in:	Principles and practices of planning, principles and practices of research and data collection, and review plans and apply provisions of the ordinances and codes to determine compliance with such regulations and to apply regulations to field conditions.
Examples of Work:	As directed by the Senior and Associate planner, aggregate information and input from community groups, government agencies, developers and elected officials in drafting contextually appropriate plans. Coordinates community review of public and private development projects and community plans. Provides information to the public regarding specific requirements and development regulations. Assists in resolving citizen and customer issues. Conducts field evaluations and assessments.

#### Public Relations and Outreach Specialist

Education:	Bachelor's degree in Public Relations, Communications, Journalism or related field.
Experience:	Three (3) years of experience conducting outreach services.
Responsibilities Include:	Performs market research, audience identification, message development, and prepares written communications and presentations for executive level officials, various levels of local governmental officials, the business community, developers, other stakeholders and/or other public audiences. Manage public messaging and develop strategy for triaging challenging situations. Developing and implementing strategies for engaging all levels of government, stakeholder and the public.
Knowledge of And Skills in:	Public relations, crisis management, communications, public outreach.
Examples of Work:	Writing speech and press releases, promoting special events, scheduling interviews for Program staff and executives and giving interviews on behalf of the Program. Travel and present or support Program staff in public events. Conduct research into particular public relations issues as they arise.

Senior Policy and Technical Writer

Education:	Master's degree in public administration, public policy or a related field; or Bachelor's degree in planning, business, communications, English, social or political sciences or other related discipline with work related experience in policy writing.
Experience:	Seven (7) years of experience in writing policies, procedures, research and white papers and/or other public presentations for technical and/or public audiences.
Responsibilities Include:	Conducting research, analysis on existing policies, procedures and technical requirements and finalizing presentations and/or reports on existing policies or technical requirements; reviewing for accuracy and finalizing program policies and procedures, white papers, technical documents and other program support documents; coordinating input into policies and procedures, presentations, white papers and other program support documents from technical members of the team, OCD, state staff and other contributors to these documents; drafting content for these documents and may require staff supervision.
Knowledge of And Skills in:	Public policy; federal, state and local regulations and requirements; technical discipline; public presentation
Examples of Work:	Preparation of a wide range of written material (i.e., Program policies, technical reports, presentations, brochures, etc.) for dissemination to technical and non-technical audiences.

Staff Policy and Technical Writer

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

Examples of Work:	Preparation of a wide range of written material (i.e., Program policies, technical reports, presentations, brochures, etc.) for dissemination to technical and non-technical audiences.
-------------------	---

### Senior Engineer

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

### Mid-Level Engineer

Education:	Bachelor's or Master's degree in an engineering discipline.
Experience:	Ten (10) -fifteen (15) years of experience in a research or design capacity and is fully competent in organizing and coordinating routine and complex assignments. Requires Professional Engineer (PE) registration.
Responsibilities Include:	Under the direction of a Senior Engineer, responsibilities include scope definition, overseeing a number of large projects or a project of substantial scope and complexity, review of proposed projects for feasibility and impact, research to inform white papers and decision-making processes and may supervise others.
Knowledge of And Skills in:	Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the state public bid law.



Examples of Work:	Supervises professional, technical, and support staff. Participates in review of CDBG applications. Conducts Research on the feasibility of implementing design policies identified by the Program. Conducts reviews of plans and specifications for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed engineering fees for basic services and additional services. Provides engineering and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders and/or policies and procedures. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.
-------------------	--

### Staff Engineer

Education:	Bachelor's or Master's degree in an engineering discipline.
Experience:	Five (5) – Ten (10) years of experience in a research or design capacity and is fully competent in organizing and coordinating routine and complex assignments. Requires Professional Engineer (PE) registration.
Responsibilities Include:	Under the direction of a Senior Engineer, responsibilities include scope definition, review of proposed projects for feasibility and impact, research to inform white papers and decision-making processes.
Knowledge of And Skills in:	Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the state public bid law.
Examples of Work:	Conducts research on the feasibility of implementing design policies identified by the Program. Participates in review of CDBG applications. Conducts reviews of plans and specifications for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed engineering fees for basic services and additional services. Provides engineering expertise to OCD and management. Provides construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed policies or procedures. Develops preliminary cost estimates of projects, to include modeling efforts.

### Engineer Intern

Education:	Bachelor's or Master's degree in an engineering discipline.
Experience:	0 – five (5) years' experience on assignments requiring limited knowledge of principles and techniques. Position requires certification as an Engineer Intern (EI).

Responsibilities Include:	Under the supervision of a Senior Engineer or Mid-Level Engineer, responsibilities include tasks involving conventional and straightforward engineering plans, investigations, surveys, structures, or equipment with relatively few complex features for which precedent exist.
Knowledge of And Skills in:	Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the state public bid law.
Examples of Work:	Participates in review of CDBG applications. Conducts research on the feasibility of implementing design policies identified by the Program. Assists in the review of plans and specifications for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Performs construction observation activities.

### Wetlands Specialist

Education:	Bachelor's degree in ecology or a related field.
Experience:	Two (2) years of experience in wetland delineation, 404 permitting and with surveys for federally listed species. Experience as a wetland consultant with the United States Army Corps of Engineers (USACE) and as a qualified biologist with the United States Fish and Wildlife Services (USFWS).
Responsibilities Include:	Identifying and delineating wetlands following the standard Corps of Engineers procedures. Prepare wetland delineation maps and ability to overlay wetland boundaries within Computer Aided Design Drawings (CAD DWGs). Prepare wetland functional assessments to determine quality and mitigation ratios. Preparing studies and technical reports. Preparing 404 permit applications and coordinate with reviewing agencies. Perform threatened/endangered species surveys for listed species and associated habitats. Participating in the preparation of environmental impact statements (EIS) and assessments (EA). Managing projects and staff. Establishing and tracking project milestones and business goals. Coordinate with relevant parties to keep them apprised of project status, changes in conditions or other key points of information.

Knowledge of and Skills in:	General biology with emphasis in botany, dendrology and taxonomy. Ability to identify hydric soil indicators and wetland hydrology indicators. Record a soil profile to minimum depth of 18". Ability to complete a Wetland Delineation Data Form. Ability to collect field GPS data and create maps. Understanding of watershed dynamics and hydrology. Develop and execute an efficient plan for wetland restoration or enhancement or for establishing changes in wetlands/uplands/transition zones. Identify plants, fish, and wildlife species. Knowledge of current state and federally listed regulations related to protected species. Identify the physical boundaries of a watershed on topographic maps and in the field. Identify and delineate a wetland. Differentiate between a jurisdictional and a non-jurisdictional wetland and wetland (Army Corps of Engineers/Environmental Protection Agency Section 404) other non-wetland Waters of the US (ACOE/EPA Section 10) under current regulations and guidance. Prepare an Environmental Assessment document. Prepare the natural and water resources sections of an Environmental Impact Statement (EIS).
Examples of Work:	Flagging/GPS mapping of wetland boundaries and streams. Provide reports describing results of wetland delineations with maps depicting the location and acreage of delineated features. Surveys for federally listed species with reports. Preparing permit applications and coordinating with federal/state agencies. Assessment of wetland quality/function. Mitigation planning and cost analysis.

### Social Scientist

Education:	Master's degree in behavioral science, social science, sociology, psychology demographics, anthropology, or related disciplines or equivalent work related experience.
Experience:	Five (5) years of practical experience in the behavioral or social sciences.
Responsibilities Include:	Selecting the appropriate applied research methodology, supporting techniques, to meet defined Program objectives; assists in human subjects research compliance processes; develops or assists in the development of research instruments; develops recommended approaches to engaging different sections of the public; ensures the successful execution of studies; Works with the project team to review the collected data, author reports, and make Program recommendations.
Knowledge of and Skills in:	Selecting the most appropriate research methodology and techniques; Designing qualitative and quantitative research plans for products in all stages of the inquiry; Designing research questionnaires and conversation guides.

Examples of Work:	Communicating with the public, particularly vulnerable members of the public, to understand and document their objectives; developing strategies for targeting different member audiences; Interpreting data, writing reports, and making actionable recommendations.
-------------------	---

### CADD Technician

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

### Scheduler

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

### Cost Estimator

Education:	Bachelor's degree in a technical or business discipline. Additional experience may substitute for education requirements.
Experience:	Five (5) years of experience in developing cost estimates, cost alternatives, and cost comparisons for major projects.

Responsibilities Include:	Compiling and analyzing data on all factors that can influence costs, such as materials, labor, location, duration of projects, and special equipment requirements.
Knowledge of And Skills in:	Principles of accounting/finance to analyze financial information and prepare financial reports.
Examples of Work:	Performs take-off estimates of material and labor from bid documents, obtains material pricing from vendors and other sources, attends pre-bid walk through meetings and scope development meetings, participates in the review of bid tabulation and analysis, and works with the project team to identify all components of the project as well as make adjustments and updates in total project cost at different intervals of the project.

### GIS Specialist

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

### Economist

Education:	Master's degree in economics, business management, statistics or related field.
Experience:	Ten (10) - fifteen (15) years in analysis and research of economic trends and issues.
Responsibilities Include:	Collecting data and conducting research necessary to produce documentation, analysis and white papers related to economic trends, forecasts and impacts in specified areas, industries and communities.
Knowledge of And Skills in:	Economic trends in local, state and international arenas that are related to the Program's work. These areas include energy, business cycles, employment levels, taxes, industry and housing.
Examples of Work:	Analysis of particular economic trends in specific areas. Analysis and forecast of costs and benefits of policy decisions on local and state economies.

Clerical/Admin Assistant

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

Interpreter (Spanish)

Education:	High School diploma or its equivalent.
Experience:	Three (3) years of experience in translation and interpretation of English and Spanish. Additional related education or certification(s) may substitute for the required experience.
Responsibilities Include:	Providing interpretation or translation services for meetings, interviews, telephone calls, etc. especially in one-on-one settings.
Knowledge of And Skills in:	Principles and techniques of effective verbal and written communication in the English and Spanish languages. Has knowledge of CDBG labor compliance employee interview requirements and understands the interview process.
Examples of Work:	Interprets and translates spoken and written material from Spanish to English and from English to Spanish. Reviews translated material for accuracy of meaning, grammar, and syntax.

Interpreter (Vietnamese)

Education:	High School diploma or its equivalent.
Experience:	Three (3) years of experience in translation and interpretation of English and Vietnamese. Additional related education or certification(s) may substitute for the required experience.
Responsibilities Include:	Providing interpretation or translation services for meetings, interviews, telephone calls, etc. especially in one-on-one settings.
Knowledge of And Skills in:	Principles and techniques of effective verbal and written communication in the English and Vietnamese languages. Has knowledge of CDBG labor compliance employee interview requirements and understands the interview process.

Examples of Work:	Interprets and translates spoken and written material from Vietnamese to English and from English to Vietnamese. Reviews translated material for accuracy of meaning, grammar, and syntax.
-------------------	--

### IT Consultant

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

### IT System Analyst

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

### Certified Floodplain Manager

Education:	Bachelor's degree in engineering, planning, construction management or other related field. Training in the National Flood Insurance Program, with a possession of a Certified Floodplain Manager certificate. Demonstrated knowledge of principles of surveying, building construction, hydrology and hydraulics.
Experience:	Five (5) or more years' experience as a Certified Floodplain Manager in a community at risk of flooding.

Responsibilities Include:	Providing technical assistance to Program staff, communities, elected officials, local floodplain managers, and other individuals, stakeholders and/or agencies. Preparing templates for practical permitting and enforcement standard operating procedures. Preparing and presenting to the public and public officials. Interpreting and reporting on applicable federal and state laws.
Knowledge of And Skills in:	The requirements and documentation necessary for making a community eligible for participating in NFIP and the Community Rating System (CRS). Ability to review and understand a community's Flood Insurance Rate Maps (FIRMs). Ability to explain floodplain development requirements to community leaders, citizens, and the general public when requested. Understanding of practical permitting and enforcement implementation practices related to a community's Flood Damage Prevention Ordinance, or other similar ordinance/code. Thorough understanding of applicable federal and state laws, including Section 404 of the Federal Water Pollution Control Act, modifications to designated historical structures, Flood Disaster Protection Act of 1973, Executive Order 11988 (federal floodplain management requirements) as amended by Executive Order , and Executive 11990 (protection of wetlands).
Examples of Work:	Assist in the preparation of Standard Operating Procedures (SOP) for a template community floodplain management program, as well as templates for updates to a community Flood Damage Prevention Ordinances. Provide floodplain management guidance related to community drainage improvements, flood protection, floodplain management, and flood mitigation projects. Assist in approaches to coordinating federal and state floodplain management programs. Explain the requirements of the National Flood Insurance Program and the community's program to the general public, elected and/or appointed community decision makers, developers, architects, engineers, land surveyors, planners, and the media. Provide guidance on practical implications of policy decisions.

#### Statistician/Risk Analyst

Education:	Master's degree in statistics or mathematics.
Experience:	More than three (3) years of experience in risk estimating and is fully competent in organizing and coordinating routine and complex assignments.
Responsibilities Include:	Control of budget, scope, and schedule of program initiatives and projects. Works closely with Program Manager.
Knowledge of And Skills in:	Statistics, probability theory, risk estimation, quantitative risk assessment,
Examples of Work:	Coordinates professional, technical, and support staff. Makes recommendations on policy and projects with a goal of minimizing risk.



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

### ***8.0 Performance Measurements***

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

OCD will monitor the services provided by the Contractor under task orders and the expenditures of funds under this Contract. The SPM will be primarily responsible for routine contact with the Contractor and the monitoring of the Contractor's performance. Monitoring of performance under this Contract will be conducted through tracking of progress on task orders as well as through regular meetings between OCD and the Contractor and any additional monitoring plans and/or performance standards developed by OCD and agreed to by the Contractor.

Task order progress tracking will be accomplished through monthly task order tracking reports submitted in conjunction with invoices that include the percent completion of the task order and the amount invoiced to date. Percentage of completion estimates may be confirmed by OCD by a review of deliverables received. Analysis and comparison of percent work complete and amount invoiced to date against the task order budgets for these items will provide the monitoring information necessary to ensure the continued successful performance of the Contractor. OCD will close out completed task orders using a quality/quantity control process to ensure that the work has been properly completed and all deliverables have been received.

**PRICE SCHEDULE ATTACHMENT****Louisiana Watershed Initiative Program**

Lower of Lowest Proposed Rate or Current Rate @ 129%

<b>JOB CLASSIFICATION TITLE</b>	<b>HOURLY RATE (Rate)</b>
Principal/Program Manager	\$ 250.00
Project Manager	\$ 210.00
Assistant Project Manager	<b>\$ 161.25</b>
Project Management Associate	\$ 120.00
Senior Scientist	\$ 190.00
Project Scientist	\$ 145.00
Staff Scientist	\$ 125.00
Senior Planner	\$ 180.00
Associate Planner	\$ 150.00
Associate Junior Planner	\$ 110.00
Public Relations and Outreach Specialist	\$ 150.00
Senior Policy and Technical Writer	\$ 180.00
Staff Policy and Technical Writer	<b>\$ 129.00</b>
Senior Engineer	\$ 215.00
Mid-Level Engineer	\$ 160.00
Staff Engineer	\$ 130.00
Engineer Intern	\$ 105.00
Wetlands Specialist	\$ 148.35
Social Scientist	\$ 125.00
CADD Technician	<b>\$ 96.75</b>
Scheduler	\$ 120.00
Cost Estimator	\$ 135.00
GIS Specialist	\$ 110.00
Economist	<b>\$ 161.25</b>
Clerical/Administrative Assistant	<b>\$ 70.95</b>
Interpreter (Spanish)	<b>\$ 70.95</b>
Interpreter (Vietnamese)	<b>\$ 70.95</b>
IT Consultant	\$ 155.00
IT System Analyst	\$ 135.00
Certified Floodplain Manager	<b>\$ 160.00</b>
Statistician/Risk Analyst	\$ 135.00

## INSURANCE REQUIREMENTS

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.

### 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.

#### Commercial General Liability

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

#### 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.

#### 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.

#### 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.

## DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions. For purposes of this Contract, the Contractor may carry deductibles in the amount for \$250,000 or less.

## OTHER INSURANCE PROVISIONS

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

### Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, 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 the Agency.

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

### 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 Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

### All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. 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 Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not 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 Agency 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 Agency, its officers, agents, employees and volunteers.

## 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.

**VERIFICATION OF COVERAGE**

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

The Certificate Holder shall be listed as follows:

State of Louisiana

Office of Community Development, Its Officers, Agents, Employees and Volunteers

617 N. Third Street, 6<sup>th</sup> Floor

Baton Rouge, LA 70802

CW#8019

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency 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 Agency, 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.

**SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency 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 OCD. OCD reserves the right to request copies of all subcontractor's Certificates at any time.

**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.