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STATE OF LOUISIANA
CONTRACT

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The State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit, hereinafter sometimes referred to as the "State" or "OCD/DRU", and Ramboll Environ US Corporation, hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

SCOPE OF SERVICES

See Attachment I, attached hereto and made a part hereof.

CONCISE DESCRIPTION OF SERVICES

The Contractor shall perform the following services:

- (1) Conduct Environmental Reviews for the Disaster Recovery Program;
- (2) Consult with oversight/regulatory agencies in relation to special studies, additional assessments or environmental permitting and perform such activities as needed to secure environmental clearances;
- (3) Assist the Office of Community Development with responding to comments;
- (4) Coordinate with the Office of Community Development as needed to manage the Disaster Recovery Environmental Review Program;
- (5) Maintain a GIS database repository of environmental data to support the Disaster Recovery Environmental Review Program.

STATEMENT OF WORK

INTRODUCTION

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

GOALS AND OBJECTIVES

The goal of these services is to provide the statutorily and regulatory required environmental reviews and analyses for all disaster recovery activities under the authority of the OCD/DRU.

PERFORMANCE MEASURES

The performance of the Contract will be measured by the OCD/DRU Director of Compliance, Monitoring and Audits, or his designee or successor. He is the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work.

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MONITORING PLAN

The State Project Manager (SPM) will monitor the services provided by the **Contractor** and the expenditure of funds under this contract. SPM will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

CONTRACTOR TASKS AND RESPONSIBILITIES

ENVIRONMENTAL CLEARANCE REVIEWS/ LEAD-BASED INSPECTIONS/ASSESSMENTS/ ASBESTOS INSPECTIONS/ASSESSMENTS/ CONTAMINATED DRYWALL INSPECTION/ASSESSMENTS

Contractor will perform the following activities for properties under Environmental Clearance Review:

- a) Certification of Categorical Exclusion not subject to 24 CFR Part 58.5;
- b) Certification of Categorical Exclusion subject to 24 CFR 58.5;
- c) Environmental Assessment without further Consultation under 24 CFR 58.36;
- d) Environmental Assessment with further Consultation under 24 CFR 58.36.
- e) Tier II Environment Reviews

Work for specific tasks for properties requiring Environmental Clearance Reviews, Lead-Based Inspections/Assessments, Asbestos Inspections/Assessments and Contaminated Drywall Inspections/Assessments will be initiated and performed through specific Work Orders. One or more work orders will be issued by OCD/DRU to Contractor for each deliverable to be performed. Multiple properties for environmental clearance/inspection/assessment may be listed on a single Work Order. Work Orders will conform to a form and content provided by OCD/DRU.

Work involving any exempted clearance and any special studies required for a specific property will be initiated through specification in a Work Order.

For each environmental review/inspection/assessment to be performed, the SPM will prepare and transmit to Contractor a Work Order which will include the address(es), proposed recovery plan and anticipated level of clearance.

The scope of services in performing Environmental Clearance Reviews shall include:

- a) Contractor will review each Work Order issued by OCD/DRU, ascertain the level of environmental clearance/inspection/assessment required, and request an amendment to the Work Order to reflect a higher tier of review if needed.
- b) Once OCD/DRU affirms the level of clearance/inspection/assessment, Contractor will proceed with the preparation of the environmental clearance/inspection/assessment.
- c) Contractor will coordinate with OCD/DRU to determine all additional consultations, permits, etc. required to complete the environmental clearance/inspection/assessment.
- d) Contractor will complete and electronically submit the environmental clearance/inspection/assessment to OCD/DRU.

- e) Contractor will provide to OCD/DRU proof of publication of all necessary public notices published in the official journal of the affected political jurisdiction as required by 24 CFR 58.5.
- f) At any time that Contractor has evidence that a further level of clearance is needed, or that additional assessments or studies are required, Contractor will advise OCD/DRU accordingly and will request an amendment to the Work Order before beginning any additional work.

For each Work Order indicating an environmental assessment with a site visit is needed, Contractor will proceed in the following manner.

The assigned field staff will visit the site. The field staff will obtain a GPS location reading, and upload a picture(s) of the property along with a checklist to be completed by Contractor regarding the site. Prior to and during the initial assessment, staff will be able to download from the GIS platform relevant available information. Field staff will also record any environmentally relevant spatial points (for example, fuel storage tanks) which are observed in the field but are not present in the downloaded GIS data. These observations will be digitized and attached to the shapefile by OCD/DRU IT Services. Contractor will contact the appropriate public officials to obtain information to complete the required checklists as needed. Contractor will submit all public notices and the Notice of Finding of No Significant Impact (NOFONSI) and Request for Release of Funds for publication in the required order and sequence. Costs for publication will be paid by Contractor and billed to OCD/DRU for reimbursement of actual costs. Information obtained and reports developed during this exercise will be uploaded to the project web site for reference by OCD/DRU.

The need for environmental permits and compliance demonstrations or authorizations will be evaluated during the environmental assessment.

PROGRAM ADMINISTRATION SERVICES

Contractor will work with OCD/DRU on a daily basis to assist in the overall management of the programs with respect to preparing Work Orders, facilitating and expediting environmental clearance reviews, assimilating data to be used in the preparation of the environmental data bases and records for the management of the GIS Repository, facilitating all work orders from the OCD/DRU, and acting as the liaison with various government agencies that are responsible for providing responses or approvals as part of the environmental clearance reviews.

These services will include managerial tasks necessary for the management and administrative aspects of the project that shall include the following elements:

- Program planning, organization, contracting, scheduling and reporting to OCD/DRU,
- Assistance with organizing and scoping of Work Orders issued under various programs within OCD/DRU; Liaisons with agencies as necessary to facilitate environmental reviews;
- Research, analysis, acquisition, and maintenance of GIS data
- Administrative, accounting and recordkeeping functions;
- Training for specific workflow procedures;
- Regular or requested meetings with OCD/DRU, other affected agencies and other parties, development of Programmatic Agreements as needed;

- Costs for filing public notices and fees paid to agencies.

Contractor shall provide Program Administration Services on a time and materials basis in accordance with the rate schedule provided in Attachment A.

PROGRAM ADMINISTRATION

Contractor will work with OCD/DRU on a regular basis to develop and facilitate all work orders from the Louisiana Disaster Recovery Unit and to act as the liaison with the other Regional Managers and various agencies.

a) Coordination with OCD/DRU - Contractor will maintain a close coordination with OCD/DRU as needed, with anticipated communication on a daily basis. OCD/DRU will have “real time” access to all program data through web-based tools and management systems. In addition, Contractor will coordinate with OCD/DRU on a site-specific Work Order basis to assure the appropriate level of environmental review is performed and no work is conducted without OCD concurrence or authorization.

b) Comment Assistance: The Contractor shall assist OCDDRU in comment phases of environmental reviews, including:

- Initial contact w/ State/Federal Agency resulting in further consultation and/or study;
- More definitive comments from State/Federal agency following completion and submittal of detailed study;
- Comments by federal agency following receipt of the “Combined Notice of Finding of No Significant Impact” and of “Intent to Request a Release of Grant Funds.”; and
- Comments from public or private entities during the public comment period.

c) Prepare Programmatic Agreements – Contractor will assist OCD/DRU in developing and implementing a Programmatic Agreement with regulatory agencies as necessary in order to provide for streamlined program implementation and compliance resolutions.

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Scope of Services.

SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this Contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

ADMINISTRATIVE REQUIREMENTS

TERM OF CONTRACT

This Contract shall begin on May 9, 2016 and shall end on May 8, 2019.

STATE FURNISHED RESOURCES

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

The following equipment shall be provided by the State for use by Contractor for performance of services under this Contract:

Portable Field Kits to include:

- Hand held portable electronic recording devices
- GPS units
- Field Laptop computers
- Field Document scanners
- Cameras
- Equipment case
- Software for individual Field Laptop Computers
- Platinum Warranties and Maintenance Plans for field and computer equipment

The State will provide specific property information and project information to Contractor necessary to accomplish the work including property site descriptions, physical addresses, nature and description of grant requests (e.g., scope of rehabilitation, repairs or reconstruction), anticipated level of review needed, previous data collected, and property contact information such as grant applicants, owners or knowledgeable parties. The State will also provide Contractor with site contact information as necessary to access the interior and exteriors of properties under review. Failure of third parties to allow access or to be present for necessary site reviews shall not be the responsibility of Contractor.

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

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

that Contractor believes that it has an obligation to report as well as the substance of the report it intends to make.

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, upon request, at termination or expiration of this agreement. All records, reports, documents, or other material related to this agreement 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 State, and shall, upon request, be returned by Contractor to the State at termination or expiration of this Agreement. Cost incurred by Contractor to compile and transfer information for return to the State shall be billed on a time and materials basis, subject to the maximum amount of the Contract.

TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is 52-1248616, DUNS #053111183.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

PAYMENT TERMS

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of \$2,000,000. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Scope of Services. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice. Payment will be made only on approval of *the State Project Manager and the OCD/DRU Finance Manager, successor or designee.*

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

See Attachment A, attached hereto and incorporated herein.

All authorized travel expenses will be paid in accordance with the current PPM 49. Travel time for field travel at the direction of the Office of Community Development/Disaster Recovery Unit for hourly rate activities will be paid at the hourly rates given in Attachment A. The following expenses will be paid in connection with hourly rate services:

Per Diem (Food, Lodging, Mileage) –Prevailing Government Rates per PPM 49 in effect on date expenses incurred.

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Public notice fees, postage and expedited mail – billed at cost

Agency filing, search or copy fees – billed at cost

Laboratory testing fees—billed at cost

State and Contractor shall cooperate to minimize travel expenses/time to the greatest extent possible. No travel or other expenses will be paid in connection with unit cost services.

The invoice will provide for a description or list of environmental reviews etc. completed or in progress for the previous billing period, and a description of work performed on a time and materials or unit cost basis, as appropriate, with a summary of fees and expenses per Attachment A. The invoice shall identify the particular Work Order to which the charges are related and shall contain supporting documentation deemed sufficient by OCD/DRU.

The Contractor will not be paid more than the maximum amount of the Contract.

TERMINATION

TERMINATION FOR CAUSE

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

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 give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

INDEMNIFICATION AND LIMITATION OF LIABILITY

GENERAL INDEMNITY LANGUAGE

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract. Contractor shall be liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by a negligent act, error or omission of Contractor, its agents, employees, partners or subcontractors,; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. In no event shall Contractor's liability under this indemnity agreement exceed the limits of insurance specified under this Contract or higher insurance limits if available to the Contractor, so long as Contractor maintains the insurance required under this Contract.

INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT

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

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

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's

liability limit for direct damages shall not exceed Three Million Dollars (\$3,000,000). Unless otherwise specifically enumerated herein, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon 30 day notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

FUND USE

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

Contractor and all Subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

ASSIGNMENT

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

RIGHT TO AUDIT

The OCD/DRU, the State of Louisiana Legislative Auditor, the Louisiana Inspector General, federal auditors and auditors for the Division of Administration (“DOA”), or others so designated by the DOA or the OCD/DRU, shall have the option to audit and/or inspect all accounts directly pertaining to the Agreement for a period of five (5) years from the date of the closeout of this Agreement. Records shall be made available during normal working hours for this purpose.

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

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 this Contract.

CONTRACT MODIFICATION

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

CONFIDENTIALITY OF DATA

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/DRU. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD/DRU.

COPYRIGHT

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

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 the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. Refer to Attachment B, attached hereto and incorporated herein for a list of approved Subcontractors.

DISCRIMINATION AND COMPLIANCE PROVISIONS

Contractor and its Subcontractors agree to 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 Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010).

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Any act of unlawful discrimination committed by 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.

INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

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

Commercial General Liability Insurance: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his Subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability for the indemnity obligations under this Contract, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

GENERAL COMPLIANCE

The Contractor will agree with all applicable Federal, state, and local laws and all applicable Office of Management and Budget Circulars. (<http://www.whitehouse.gov/omb/circulars/>)

FINANCIAL MANAGEMENT

Contractor shall administer its program 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 subcontractors and project sponsors administer their programs 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 subcontractors and project sponsors utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

DRUG-FREE WORKPLACE REQUIREMENT

Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).

PROHIBITED ACTIVITY

Contractor is prohibited from using, and is responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

COVENANTS AGAINST CONTINGENT FEES AND CONFLICTS OF INTEREST

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 OCD/DRU shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of 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 OCD/DRU may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the OCD/DRU 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.

LABOR STANDARDS AND SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), 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. The Contractor is responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall

be in conformity with Executive Order 11246 entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, 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.), 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.

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

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

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

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

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

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

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also

applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

CLEAN AIR ACT, CLEAN WATER ACT AND OTHER REQUIREMENTS

Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738. State recognizes that Contractor is not responsible for environment or safety compliance or permitting that grantees and their contractors may be subject to that are outside of the scope of services to be conducted under this Agreement.

OWNERSHIP OF DOCUMENTS AND STATE FURNISHED RESOURCES

All records, reports, documents, or other material or data, including electronic data, related to this Agreement 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/DRU, and shall, upon request, be returned by Contractor to the OCD/DRU at termination or expiration of this Agreement. Cost incurred by Contractor to compile and transfer information for return to the OCD/DRU shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Contractor prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Contractor. Costs to deliver and transmit such records, reports, documents and materials shall be billed to State in accordance with Attachment A.

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.

ENERGY EFFICIENCY

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its Subcontractors.

APPLICABLE LAW/VENUE/CONTROVERSIES

Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. Revised Statute 39:1672.2-1672.4. This contract shall be governed by and interpreted

in accordance with the laws of the State of Louisiana. 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.

CODE OF ETHICS

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.

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.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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

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 his 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 1926, 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.

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 applicable of either Party the Contract shall forthwith be amended to make such insertion or correction.

ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

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 Contract.

NO THIRD PARTY BENEFICIARIES

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

WAIVER OF NON-COMPETITION ENFORCEMENT Contractor agrees to waive enforcement of each and every contract provision it may have restraining employees of Contractor, a subcontractor under this Contract, or one or more subcontractors' employees from employment or contracting with the State.

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 State Project Manager. 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/DRU, the information contains Confidential Information which should be protected against such disclosure. The effort incurred by the Contractor or its subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract, in accordance with the payment provisions herein.

COMMISSIONER OF ADMINISTRATION

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP, the contract or any proposer and/or any subcontractor of a proposer shall not be deemed a conflict of interest when the Commissioner is discharging her duties and

responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

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 contract is terminated and/or a lawsuit is filed. Specifically, the contractor does not have the right to limit or impede the State's right to audit or to withhold State owed documents.

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 the OCD/DRU:

Executive Director
State of Louisiana
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-219-9605

To Contractor:

John L. Hebert, Principal
Ramboll Environ US Corporation
8235 YMCA Plaza Drive, Suite 300
Baton Rouge, LA 70810
225-708-2696
225-408-2747 fax
JHebert@ramboll.com

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

OFFICE OF COMMUNITY DEVELOPMENT

By: 

Name: Patrick W. Forbes
Executive Director

Title: _____

Date: 6.8.16

DIVISION OF ADMINISTRATION

By: 

Name: Desiree Honoré Thomas

Title: Assistant Commissioner, DOA

Date: 6/10/2016

CONTRACTOR

By: 

Name: John L. Hebert

Title: Principal

Date: June 7, 2016

ATTACHMENT I

1. OVERVIEW

The State of Louisiana, through the Office of Community Development/Disaster Recovery Unit (OCD/DRU), is receiving funds through the Community Development Block Grant (CDBG) Program for disaster recovery necessary due to Hurricanes Katrina and Rita, as well as funds through the CDBG Program for disaster recovery due to Hurricanes Gustav, Ike and Isaac. The OCD/DRU has submitted and received approval on a comprehensive action plan for disaster recovery including state and local government infrastructure improvement programs, economic development programs and housing programs. CDBG funds for disaster recovery are overseen and managed by the OCD/DRU. OCD/DRU may also administer disaster recovery programs for future disasters. In addition OCD/DRU may receive funding for future programs through the HUD-sponsored National Disaster Recovery Competition or other special grants. At this time under currently existing programs, it is expected that about 200 homes, most of which are in the New Orleans area, will need some type of environmental assessment/inspection.

2. TASKS AND SERVICES

The Contractor shall provide the following tasks and services:

1. Conduct HUD-mandated Environmental Reviews per 24 CFP Part 58, for the Disaster Recovery Program

The Contractor, in consultation with OCD/DRU's environmental officer, shall recommend the level of clearance required for all projects listed in all Action Plans and Action Plan amendments issued by OCD/DRU (for reference, see http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx) **now and in the future**, on an as-needed basis, according to 24 CFR Part 58. In the event that funding is made available to OCD/DRU through grants or other resources that do not require Action Plans, the projects and activities funded through such grants are be included within this scope of work. The Contractor will be given work orders to specify which environmental reviews are requested by the State of Louisiana. The Contractor will bill for its services on a time and materials or unit cost basis, as appropriate, according to the cost schedule given in Attachment A. The Contractor shall conduct the environmental reviews (including required publication of notices) for all program activities as requested by OCD/DRU on an as-needed basis according to the required level of clearance. The Contractor shall provide environmental reviews with tiering (preliminary environmental review on a geographic area or neighborhood when the specific sites or addresses are currently unknown), depending on the circumstances of the activity, when required.

The Contractor will provide Tier I and II reviews as appropriate. (A Tier II Site Specific Review for Properties is also referred to in this document as a Tier II review.) The Contractor shall make every reasonable effort to ensure that all Tier II reviews are completed within 45 calendar days or less from the time the particular Tier II review is requested in writing by OCD/DRU.

2. Assist in the Coordination with oversight/regulatory agencies etc. for permits and/or compliance resolution.

The Contractor shall consult with all required reviewers and agencies regarding the receipt of all necessary documents and permits for compliance resolution. This shall include liaison to resolve Section 106 review and requirements between the homeowner and the State Historic Preservation Office (SHPO), the Historic Preservation Landmark Commission (HPLC), and the Neighborhood Conservation District Committee (NCDC), as well as liaison with tribal councils where archeological concerns exist.

3. Perform lead-based paint inspections and risk assessments.

4. Perform asbestos inspections and risk assessments.

5. Assist the Office of Community Development/Disaster Recovery Unit with responding to public comments.

6. Coordinate with the Office of Community Development/Disaster Recovery Unit.

The Contractor shall consult with, follow all guidance provided by, and report regularly to, the OCD/DRU and HUD environmental officials. Reporting requirements shall be completed on a monthly basis by the Contractor. This monthly report shall detail the status of each work order, showing the percent complete and any outstanding items.

7. Use of OCD/DRU Application Software

OCD/DRU owns the custom developed, web-based software that supports the Disaster Recovery Environmental Review Program, including a GIS database repository of environmental data. The Contractor will use this software to produce its deliverables. Software maintenance and operations will be provided by OCD/DRU IT Services through a contractor.

Contractor will manage and update data residing in OCD/DRU's ESRI ArcGIS Server Geographical Information System (GIS); and will use the data to perform NEPA reviews in accordance with federal laws and authorities outlined in 24 CFR Part 58.

Contractor will use web-based, workflow-enabled project management software provided by OCD/DRU to complete work orders and produce deliverables. Users Guide for this application is attached as Exhibit C. Contractor will administer and manage secure access to all data and application components for all users.

8. Use of OCD/DRU Field Kits

Portable field kits will be provided for the Contractor to use in providing the requested services. Each kit includes the following items:

- Hand held portable electronic recording devices
- Trimble GPS units
- Field laptop computers
- Field document scanners
- Cameras

- Equipment case
- Software for individual field laptop computers
- Platinum warranties and maintenance plans for field and computer equipment

9. Technical Assistance

There are currently 53 parishes that are eligible to receive federal funding as sub-recipients of OCD/DRU. Similarly, other entities, including, but not limited to, political subdivisions, are sub-recipients. Each of these sub-recipients will be responsible for the environmental review for each activity they identify. Many of these sub-recipients have no capacity, and will need technical assistance as they work to complete their environmental reviews, as assigned by OCD/DRU.

OCD/DRU may also request Contractor to assist in providing technical assistance regarding the environmental review process for training of disaster recovery stakeholders.

10. ASTM-1527-05 Environmental Assessments

When requested by OCD/DRU, the Contractor shall perform ASTM-1527-05 environmental assessments on federally-funded acquisitions of property.

11. Contaminated Drywall

When requested by OCD/DRU, the Contractor shall be responsible for inspections to determine whether hydrogen sulfide contaminated drywall is present in housing units which received federally-funds through disaster recovery programs arising from Hurricanes Katrina and/or Rita. The total number of Federally-assisted properties exceeds 120,000 homes. At this time it is estimated that about 100 homes, most of which are in the New Orleans area, will need this inspection. Inspections will be in accord with then-current protocols of the consumer safety product commission, any testing mandated by law or regulation, and requested by OCD/DRU in compliance with any relevant court issued case management order.

12. Program Administration Services

Contractor will work with OCD/DRU on a daily basis to assist in the overall management of the programs with respect to preparing Work Orders, facilitating and expediting environmental clearance reviews, assimilating data to be used in the preparation of the environmental data bases and records for the management of the GIS Repository, facilitating all work orders from the OCD/DRU, and acting as the liaison with various government agencies that are responsible for providing responses or approvals as part of the environmental clearance reviews.

These services will include managerial tasks necessary for the management and administrative aspects of the project that shall include the following elements:

- Program planning, organization, contracting, scheduling and reporting to OCD/DRU,
- Assistance with organizing and scoping of Work Orders issued under various programs within OCD/DRU; Liaisons with agencies as necessary to facilitate environmental reviews;
- Research, analysis, acquisition, and maintenance of GIS data
- Administrative, accounting and recordkeeping functions;

- Training for specific workflow procedures;
- Regular or requested meetings with OCD/DRU, other affected agencies and other parties, development of Programmatic Agreements as needed;
- Costs for filing public notices and fees paid to agencies.

Contractor shall provide Program Administration Services on a time and materials basis in accordance with the rate schedule provided in Attachment A.

Contractor will work with OCD/DRU on a regular basis to develop and facilitate all work orders from the OCD/DRU.

a) Coordination with OCD/DRU - Contractor will maintain a close coordination with OCD/DRU as needed, with anticipated communication on a daily basis. OCD/DRU will have “real time” access to all program data through web-based tools and management systems. In addition, Contractor will coordinate with OCD on a site-specific Work Order basis to assure the appropriate level of environmental review is performed and no work is conducted without OCD/DRU concurrence or authorization.

b) Comment Assistance: The Contractor shall assist OCD/DRU in comment phases of environmental reviews, including:

- Initial contact w/ State/Federal Agency resulting in further consultation and/or study;
- More definitive comments from State/Federal agency following completion and submittal of detailed study;
- Comments by federal agency following receipt of the “Combined Notice of Finding of No Significant Impact” and of “Intent to Request a Release of Grant Funds.”; and
- Comments from public or private entities during the public comment period.

c) Prepare Programmatic Agreements – Contractor will assist OCD/DRU in developing and implementing a Programmatic Agreement with regulatory agencies as necessary in order to provide for streamlined program implementation and compliance resolutions.

13. Any other job duty that relates to 24 CFR Part 58 HUD Environmental Reviews on an as-needed basis.

14. All travel expenses authorized by OCD/DRU will be paid in accordance with the current PPM 49. Travel time for field travel at the direction of the Office of Community Development/Disaster Recovery Unit for hourly rate services will be paid at the hourly rates given in Attachment A.

3. DELIVERABLES (NOTE THAT OCD/DRU EXPECTS 90% OF THE SERVICES WILL BE PERFORMED IN ORLEANS PARISH.)

A. ENVIRONMENTAL CLEARANCE REVIEWS

The Contractor will perform the following activities for properties under Environmental Clearance Review:

- a) Certification of Categorical Exclusion not subject to 24 CFR Part 58.5;
- b) Certification of Categorical Exclusion subject to 24 CFR 58.5;
- c) Environmental Assessment without further Consultation under 24 CFR 58.36;
- d) Environmental Assessment with further Consultation under 24 CFR 58.36.
- e) Tier II Environmental Reviews

See 24 CFR Part 58, Subparts D and E and Section 9 and Exhibit 9 of the OCD/DRU Disaster Recovery CDBG Grantee Administrative Manual (<http://www.doa.la.gov/Pages/ocd-dru/DRAdminManual.aspx>) and Attachment C of the RFP for further details.

B. LEAD –BASED PAINT INSPECTION/ASSESSMENT

See Section 14, subsection 2.0, of the OCD/DRU Disaster Recovery CDBG Grantee Administrative Manual (<http://www.doa.la.gov/Pages/ocd-dru/DRAdminManual.aspx>) and 24 CFR Part 35, Subparts B-R for further details.

C. ASBESTOS INSPECTION/ASSESSMENT

See Section 14, subsection 3.0 of the OCD/DRU Disaster CDBG Grantee Administrative Manual (<http://www.doa.la.gov/Pages/ocd-dru/DRAdminManual.aspx>) for further details.

D. CONTAMINATED DRYWALL INSPECTION/ASSESSMENT

See <http://www.cpsc.gov/PageFiles/115328/IDguidance031811.pdf> for further details.

E. WORK ORDERS

Work for specific tasks for properties requiring Environmental Clearance Reviews will be initiated and performed through specific Work Orders. One or more work orders will be issued by OCD/DRU for each environmental clearance to be performed. Multiple properties for environmental clearance may be listed on a single Work Order. Work Orders will conform to a form and content provided by OCD/DRU.

Work involving any exempted clearance and any special studies required for a specific property will be initiated through specification in a Work Order.

For each environmental review to be performed, the State Program Manager will prepare and transmit to the Contractor a Work Order which will include the address(es), proposed recovery plan and anticipated level of clearance.

The State will provide specific property information and project information to Contractor necessary to accomplish the work including property site descriptions, physical addresses, nature and description of grant requests (e.g., scope of rehabilitation, repairs or reconstruction), anticipated level of review needed, previous data collected, and property contact information such as grant applicants, owners or knowledgeable parties. The State will also provide Contractor with site contact information as necessary to access the interior and exteriors of properties under review. Failure of third parties to allow access or to be present for necessary site reviews shall not be the responsibility of Contractor.

- (a) The Contractor will review each Work Order issued by OCD/DRU, ascertain the level of environmental clearance required, and request an amendment to the Work Order to reflect a higher tier of review if needed.
- (b) When OCD/DRU affirms the level of clearance, the Contractor will proceed with the preparation of the environmental clearance.
The Contractor will coordinate with OCD/DRU to determine all additional consultations, permits, etc. required to complete the environmental clearance.
- (c) The Contractor will complete and electronically submit the environmental clearance to OCD/DRU.
- (d) The Contractor will provide to OCD/DRU proof of publication of all necessary public notices published in the official journal of the affected political jurisdiction as required by 24 CFR Part 58 – Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.
- (e) At any time that the Contractor has evidence that a further level of clearance is needed, or that additional assessments or studies are required, the Contractor will advise OCD/DRU in writing accordingly and will request an amendment to the Work Order before beginning any additional work.

For each Work Order indicating an environmental assessment with a site visit is needed, the Contractor will proceed in the following manner.

The Contractor will assign field staff to visit each identified site. The field staff will obtain a GPS location reading, and upload a picture(s) of the property along with a checklist to be completed by the Contractor regarding the site. Prior to and during the initial assessment, staff will be able to download from the GIS platform relevant available information. Field staff will also record any environmentally relevant spatial points (for example, fuel storage tanks) which are observed in the field but are not present in the downloaded GIS data. These observations will be digitized and attached to the shapefile by OCD/DRU IT Services. The Contractor will contact the appropriate public officials to obtain information to complete the required checklists as needed. The Contractor will submit all public notices and the *Notice of Finding of No Significant Impact (FONSI) and Request for Release of Funds* for publication in the required order and sequence.

Costs for publication will be paid by the Contractor and billed to OCD/DRU for reimbursement of actual costs. Information obtained and reports developed during this exercise will be uploaded by the Contractor to the project web site for reference by OCD/DRU.

The need for environmental permits and compliance demonstrations or authorizations will be evaluated during the environmental assessment.

4. FUNCTIONAL REQUIREMENTS

In order to meet the disaster recovery obligations of the State and to restore activities to commercial/residential/recreational use, the OCD/DRU must comply with federal, state and local environmental laws and regulations. These laws and regulations require substantial environmental analyses and review of the activities. The Contractor shall comply with all federal, state and local environmental laws and regulations.

5. PROJECT REQUIREMENTS

In addition, the Contractor shall work with OCD/DRU staff and its other consultants to provide environmental services to OCD on the environmental matters that may arise in connection with the planning, development, redevelopment, and revitalization of Louisiana, including familiarity with HUD regulations. Status of all work orders must be reported monthly in a format approved by OCD/DRU.

6. STAFF REQUIREMENTS

The Contractor shall provide the following staff positions that shall be held by qualified, experienced personnel.

PROGRAM MANAGEMENT STAFF

Principals -

Responsible for commitment of resources and personnel for execution of the project.

Program Directors -

Responsible for overall coordination and execution of the project including quality, deliverables, scheduling and invoicing as well as oversight of Program Managers and staff conducting environmental clearance reviews and performing environmental management consulting services.

Program Managers -

Responsible for Field implementation and coordination of field teams and quality review, finalization of assessment forms and consultations with agencies. Program Managers work directly with OCD/DRU staff in charge of the various grant Programs to facilitate work orders.

Project Managers -

Critical role team members serving specific functions including assignment to key agencies such as State Historic Preservation Officer, Coastal Management Zone Division/U.S. Army Corps of Engineers and manager of GIS platform systems. These functions include those of an architectural historian, a lead-based paint inspector and risk assessor and an asbestos inspector and risk assessor.

PROJECT FIELD STAFF

Regional Managers -

Typically Principals of the Subcontractor firms performing the field assessments and providing reviews of deliverables, consistency with regulatory requirements of federal, state and local laws.

Project Managers -

Management of multiple field teams, coordination of activities, data consolidation and reporting.

Project Professionals –

Field Team leaders responsible for conducting field assessments and review of available site specific historical and land use agency databases.

Project Associates –

Field team members assisting in site visits and environmental reviews

Project Assistants -

Technicians and professional assistance to Project Managers – compilation and report preparation assistance

Administrative Assistants/Clerical – Support for professional staff

ATTACHMENT A

Type of Personnel	Hourly Rate
--------------------------	--------------------

Program Management Staff

Principal	\$200
Program Director	\$165
Program Manager	\$155
Project Manager	\$145

Project Field Staff

Regional Manager	\$150
Project Manager	\$145
Project Professional	\$130
Project Associate	\$ 85
Project Assistant	\$ 70
Administrative Asst/Clerical	\$ 55

Direct Expenses

Per Diem (Food, Lodging, Mileage) – Prevailing Government Rates per PPM 49, in effect on date expenses incurred.

Copies and reproduction: \$0.10/page for black & white; \$0.25/page for color

Public notice fees, postage and expedited mail – billed at cost

Agency filing, search or copy fees – billed at cost

Laboratory testing fees—billed at cost

UNIT PRICES

**Outside of Orleans Parish Unit price for a Tier II Site Specific Review for Properties
\$500 including all travel costs and travel time and other expenses.**

**Orleans Parish Unit price for a Tier II Site Specific Review for Properties
\$400 including all travel costs and travel time and other expenses.**

**Outside of Orleans Parish Unit price for a Lead-Based Paint Inspection/Assessment
\$2,000 including all travel costs and travel time and other expenses.**

**Orleans Parish Unit price for a Lead-Based Paint Inspection/Assessment
\$1,800 including all travel costs and travel time and other expenses.**

**Outside of Orleans Parish Unit price for an Asbestos Inspection/Assessment
\$1,000 including all travel costs and travel time and other expenses.**

**Orleans Parish Unit price for an Asbestos Inspection/Assessment
\$800 including all travel costs and travel time and other expenses.**

**Outside of Orleans Parish Unit price for a Contaminated Drywall Inspection/Assessment
\$2,000 including all travel costs and travel time and other expenses.**

**Orleans Parish Unit price for a Contaminated Drywall Inspection/Assessment
\$1,800 including all travel costs and travel time and other expenses.**

ATTACHMENT B

APPROVED SUBCONTRACTORS

**Materials Management Group, Inc.
Coastal Environments, Inc.
EMSL Analytical, Inc.
Lakeland Laboratories, LLC
SGS/Accutest Inc.
TestAmerica Laboratories**

Ramboll Environ - UNIT PRICE FEE SCHEDULE (24 Points)

Tier II Site Specific Reviews

Outside of Orleans Parish Unit price for a Tier II Site Specific Review for Properties \$600 (1 point). This unit cost includes all travel costs, travel time and other expenses.

KEEP

Orleans Parish Unit price for a Tier II Site Specific Review for Properties \$400 (5 points). This unit cost includes all travel costs, travel time and other expenses.

Lead-Based Paint

Outside of Orleans Parish Unit price for a Lead-Based Paint Inspection/Assessment \$2,000 (1 point). This unit cost includes all travel costs, travel time and other expenses.

Orleans Parish Unit price for a Lead-Based Paint Inspection/Assessment \$1,800 (5 points). This unit cost includes all travel costs, travel time and other expenses.

Asbestos

Outside of Orleans Parish Unit price for an Asbestos Inspection/Assessment \$1,000 (1 point). This unit cost includes all travel costs, travel time and other expenses.

Orleans Parish Unit price for an Asbestos Inspection/Assessment \$800 (5 points). This unit cost includes all travel costs, travel time and other expenses.

Drywall

Outside of Orleans Parish Unit price for a Contaminated Drywall Inspection/Assessment \$2,000 (1 point). This unit cost includes all travel costs, travel time and other expenses.

Orleans Parish Unit price for a Contaminated Drywall Inspection/Assessment \$1,800 (5 points). This unit cost includes all travel costs, travel time and other expenses.

TOTAL POINTS: 29,600

* "Unit Price includes labor costs of the inspection, sampling, photos, travel time and travel expenses as well as preparation of an initial electronic report for a specific residence. The costs assume typical laboratory costs per residence (i.e., 3 drywall samples for total sulfur whenever threshold evidence is met), 10 bulk samples for asbestos, 15 samples for lead). Additional lab fees will be billed at cost.

All other services outside of the above inspections will be billed on a time and materials basis per the contract hourly rate fee schedule and includes environmental reviews other than Tier II site specific reviews, inspections of non-residential buildings, further consultations requested by agencies after their initial review, resampling or rescheduling due to conditions outside of Ramboll Environ's control including malfunctions of field kits, review or development of plans and specifications for hazard abatement, post construction clearance sampling, permitting, general administrative and program management labor, additional task requests from OCD or their contractors, labor to respond to electronic data management requirements and files from OCD and their contractors (e.g., HGI and CGI) including training, regulatory opinions or reviews of reports done by others, audit and litigation support, extra copies of reports, meetings with applicants or OCD, and other tasks as requested by OCD.

KEEP

**ATTACHMENT II
COST PROPOSAL TEMPLATE**

Ramboll Environ HOURLY RATE FEE SCHEDULE (6 Points)

	<u>Hourly Rate</u>	<u>Weight Factor</u>	<u>Weighted Hourly Rate</u>
<u>Program Management Staff</u>			
Principal	200	1.0	200
Program Director	165	2.0	330
Program Manager	155	2.0	310
Project Manager	145	1.5	218
<u>Project Field Staff</u>			
Regional Manager	150	1.0	150
Project Manager	145	2.0	290
Project Professional	130	1.5	195
Project Associate	85	1.5	128
Project Assistant	70	1.0	70
Admin/Clerical	55	1.0	55
TOTAL WEIGHTED HOURLY RATE			1945

Expenses: Per RFP Section 5.5, per diem for food, lodging and mileage will be paid using prevailing Government rates per PPM 49 in effect on date expenses occur. Copies and reproduction will be paid at 0.10/page for b&w, \$0.25 for color. Public notice fees, postage, expedited mail, agency filing, search or copy fees and laboratory testing fees will be billed at cost.

A Work Order will be prepared for time-and-materials based tasks to include a scope of work, applicable grant program and code, anticipated level of review, data needs, and budget estimate with assumptions. Actual costs may vary from the Work Order estimate due to factors outside of Ramboll Environ's control including delays or changes by the applicant that require rework, expanded scopes of work requested by OCD, or actual conditions that vary from the initial assumptions. Ramboll Environ will work closely with OCD's SPM to regularly communicate status of approved Work Orders. Costs not included in the Unit Price Fee Schedule (see footnotes) will be billed according to the above fee schedule to the appropriate program code.

RECEIVED
OFFICE OF
COMMUNITY DEVELOPMENT
2016 OCT -3 AM 9:27
DISASTER RECOVERY UNIT

1st AMENDMENT TO:

PO # 2000191350
OCR # N/A
CFMS # N/A
AMENDMENT # 1

CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES

BETWEEN

STATE OF LOUISIANA

OCD

AND

RAMBOLL ENVIRON US CORPORATION

EFFECTIVE MAY 9, 2016

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 6:

PAYMENT TERMS

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of \$2,000,000. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Scope of Services. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice. Payment will be made only on approval of *the State Project Manager and the OCD/DRU Finance Manager, successor or designee.*

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

See Attachment A, attached hereto and incorporated herein.

All authorized travel expenses will be paid in accordance with the current PPM 49. Travel time for field travel at the direction of the Office of Community Development/Disaster Recovery Unit for hourly rate activities will be paid at the hourly

rates given in Attachment A. The following expenses will be paid in connection with hourly rate services:

Per Diem (Food, Lodging, Mileage) –Prevailing Government Rates per PPM 49 in effect on date expenses incurred.

Copies and reproduction: \$0.10/page for black & white; \$0.25 page for color

Public notice fees, postage and expedited mail – billed at cost

Agency filing, search or copy fees – billed at cost

Laboratory testing fees—billed at cost

State and Contractor shall cooperate to minimize travel expenses/time to the greatest extent possible. No travel or other expenses will be paid in connection with unit cost services.

The invoice will provide for a description or list of environmental reviews etc. completed or in progress for the previous billing period, and a description of work performed on a time and materials or unit cost basis, as appropriate, with a summary of fees and expenses per Attachment A. The invoice shall identify the particular Work Order to which the charges are related and shall contain supporting documentation deemed sufficient by OCD/DRU.

The Contractor will not be paid more than the maximum amount of the Contract.

CHANGE AGREEMENT TO:

Page 6:

PAYMENT TERMS

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of \$2,000,000. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Scope of Services. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice. Payment will be made only on approval of *the State Project Manager and the OCD/DRU Finance Manager, successor or designee.*

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A penalty of \$100 per day for each business day a required deliverable associated with a Work Order exceeds the agreed upon Work 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 Contractors and OCD, or \$5,000, whichever is less. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

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The Contractor will not be paid more than the maximum amount of the Contract.

Reason for amendment:

To add clause required by 2 CFR 200, Appendix II.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The State of Louisiana, Division of Administration, Office of Community Development and Ramboll Environ US Corporation have caused this Amendment to be executed by their respective duly authorized representatives on the dates below but effective as of the date first set forth above.

OFFICE OF COMMUNITY DEVELOPMENT

By:  _____

Name: Patrick W. Forbes
Executive Director

Title: _____

Date: 9.28.16

DIVISION OF ADMINISTRATION

By:  _____

Name: Desiree Honoré Thomas

Title: Assistant Commissioner, DOA

Date: 9/29/2016

CONTRACTOR

By:  _____

Name: John Hebert

Title: Principal

Date: Sept 21, 2016

responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

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 contract is terminated and/or a lawsuit is filed. Specifically, the contractor does not have the right to limit or impede the State's right to audit or to withhold State owed documents.

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 the OCD/DRU:

Executive Director
State of Louisiana
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-219-9605

To Contractor:

John L. Hebert, Principal
Ramboll Environ US Corporation
8235 YMCA Plaza Drive, Suite 300
Baton Rouge, LA 70810
225-708-2696
225-408-2747 fax
JHebert@ramboll.com

(Remainder of this page intentionally left blank)

2nd AMENDMENT TO:

PO # 2000191350
OCR # N/A
CFMS # N/A
AMENDMENT # 2
DUNS# 085311183

CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES

BETWEEN

STATE OF LOUISIANA

OCD

AND

RAMBOLL ENVIRON US CORPORATION

EFFECTIVE NOVEMBER 1, 2018

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 6:

PAYMENT TERMS

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of \$2,000,000. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Scope of Services. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice. Payment will be made only on approval of *the State Project Manager and the OCD/DRU Finance Manager, successor or designee.*

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Agency filing, search or copy fees – billed at cost

Laboratory testing fees—billed at cost

State and Contractor shall cooperate to minimize travel expenses/time to the greatest extent possible. No travel or other expenses will be paid in connection with unit cost services.

The invoice will provide for a description or list of environmental reviews etc. completed or in progress for the previous billing period, and a description of work performed on a time and materials or unit cost basis, as appropriate, with a summary of fees and expenses per Attachment A. The invoice shall identify the particular Work Order to which the charges are related and shall contain supporting documentation deemed sufficient by OCD/DRU.

The Contractor will not be paid more than the maximum amount of the Contract.

CHANGE AGREEMENT TO:

Page 6:

PAYMENT TERMS

In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum fee of \$2,150,000. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Scope of Services. Payments will be made to the Contractor after

written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice. Payment will be made only on approval of *the State Project Manager and the OCD/DRU Finance Manager, successor or designee.*

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The Contractor will not be paid more than the maximum amount of the Contract.

Add to Page 18:

Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, 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.

Reason for amendment:

To add funds for environmental services associated with the Restore La Homeowner program an National Disaster Resilience programs.

Balance of this page left blank intentionally.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The State of Louisiana, Division of Administration, Office of Community Development and Ramboll Environ US Corporation have caused this Amendment to be executed by their respective duly authorized representatives on the dates below but effective as of the date first set forth above.

OFFICE OF COMMUNITY DEVELOPMENT

By: 

Name: Patrick W. Forbes
Executive Director

Title: _____

Date: 11.21.18

DIVISION OF ADMINISTRATION

By: 

Name: Desiree Honoré Thomas

Title: Assistant Commissioner

Date: 11/26/2018

CONTRACTOR

By: 

Name: John L. Hebert

Title: Principal

Date: Nov 2, 2018