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DISASTER RECOVERY UNIT

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DISASTER RECOVERY UNIT

**CONSULTING SERVICES CONTRACT FOR**  
**LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER**  
**RECOVERY PROGRAM**  
**between the**  
**STATE OF LOUISIANA**  
**DIVISION OF ADMINISTRATION**  
**OFFICE OF COMMUNITY DEVELOPMENT**  
**and**

**PAN AMERICAN ENGINEERS, LLC**  
**PO 2000307568**

This Agreement (hereinafter referred to as the "Agreement" or "Contract") is entered into by and between PAN AMERICAN ENGINEERS, LLC ("Contractor"), and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT ("OCD"). Contractor and the OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

**I. SCOPE OF SERVICES**

**A. Goals and Objectives**

The State of Louisiana, through the OCD, is administering the Community Development Block Grant ("CDBG") Program for disaster recovery necessary due to hurricanes Katrina, Rita, Gustav, Ike, Isaac, Severe Storms and Flooding of 2016 and future disasters and other federally funded initiatives (the "Program"). The OCD is retaining the services of Contractor to assist it and subrecipients to which it awards CDBG funds ("Grant Recipients") in the effective and expeditious implementation of the Program and of individual CDBG grants awarded to Grant Recipients by the OCD ("Projects" or "Project"). As outlined in detail below, Contractor will perform certain tasks ("Services") for the OCD, including but not limited to assisting the OCD and/or Grant Recipients in program design, the pre-application process, the application process, project development, bidding and pre-construction, construction, and closeout.

**B. Statement of Work**

1. It is contemplated that Contractor will, from time to time, be requested by the OCD, through its duly authorized representatives, to perform certain Services for the OCD in furtherance of the grant management activities set forth below. Each request will be in the form of a document authorizing the completion of certain Services (a "Task Order") and shall describe in detail the Services to be performed by Contractor, including a task description, a maximum compensation amount, and a proposed schedule for delivery of Services. All Services provided by the Contractor under any Task Order shall be governed by the terms and conditions of this Agreement. At the inception of this Agreement, the method of compensation

shall be on a time basis using the rates set forth on the Rate Schedule attached to this Agreement as Exhibit A.

2. In the event that a Task Order is approved and signed by both Parties, the provisions of this Agreement shall govern all Services performed under the Task Order and the relationship of the Parties relating to or arising out of the Services performed under the Task Order. In each instance, the designation of Services to be performed, the maximum compensation amount for those Services and the method of compensation to be paid by the OCD to Contractor shall be agreed to by the Parties in writing. Once executed by the Parties, a Task Order may be amended by a writing signed by both Parties. The OCD may terminate any Task Order at any time prior to completion in accordance with the terms of this Agreement and without prejudice to the rights of Contractor for payment for all authorized Services provided to the OCD prior to the effective date of termination.
3. The execution of this Agreement is not intended nor shall it be construed to obligate the OCD to request any specific Services or amount of Services from the Contractor under any Task Order. The 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 Agreement.
4. The Contractor will begin to provide particular Services described in each Task Order at such time as shall be 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 the OCD.
5. In accordance with instructions given by the OCD through specific Task Orders, the Contractor shall do and perform Services including but not limited to:

#### **PROGRAM DESIGN ASSISTANCE**

The Contractor will assist the OCD in developing mechanisms necessary for implementation of the Program and individual Projects, including, but not limited to:

- i. an execution plan that defines the flow of documents, information, and authorities necessary for Program implementation;
- ii. a project management plan that sets forth how Projects will be managed and how the necessary documents and information, including financial management documents, for Projects will be acquired, stored, transferred, and accessed; and
- iii. a training program to educate the OCD and Contractor personnel on the use of Program documents, processes, and procedures.

## **PRE-APPLICATION PHASE**

1. Conduct meetings with Grantees to discuss roles and responsibilities of all involved parties, communicate CDBG and OCD requirements, discuss opportunities to blend/leverage other funds, and evaluate the eligibility of proposed project(s).
2. Assist Grantees in complying with CDBG requirements as applicable including record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, and labor compliance.
3. Assist Grantees with the preparation of a pre-application project description package and necessary amendments. The pre-application project description package consists of a project description form, proposed national objective(s), proposed eligible activities, Contractor's justification and recommendation, risk assessment, and other relevant information. The purpose of the project description process is to determine if a project should proceed to the application phase.
4. Verify adoption of the latest base flood elevations and statewide building codes.
5. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

## **APPLICATION PHASE**

1. Assist Grantees with procurement of professional and other services. Provide review of contracts, provide cost reasonableness analysis, verify contractor eligibility, and document CDBG compliance.
2. Assist Grantees with application development, completion, and amendments. Develop and/or review budget/cost summary form, supplemental information, program schedule, activity beneficiary form, target area and project maps, project description, cost estimates, other funds supplemental documentation, proofs of publication, statement of assurances, and initial disclosure report.
3. Initiate the ERR process once OCD has approved the project description package and coordinate work with OCD's environmental contractor.
4. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-

displacement, Section 504, fair housing, EEO, Section 3, and disclosure reporting.

5. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
6. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

#### **PROJECT DEVELOPMENT PHASE**

1. Assist Grantees with preparation and submittal of application revisions, if required.
2. Track the ERR process based upon information provided by others.
3. Provide compliance reviews of A/E plans, specifications, and cost estimates during the design process for conformance with approved project scope and budget and inclusion of required CDBG provisions.
4. Assist Grantees with compliance issues and notify when projects may proceed to bid (includes plan/spec review and ERR clearance).
5. Assist Grantees with procurement of professional and other services. Provide review of contracts, provide cost reasonableness analysis, verify contractor eligibility, and document CDBG compliance.
6. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate the reimbursement process.
7. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
8. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, property acquisition, and disclosure reporting.
9. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

## **BIDDING/PRE-CONSTRUCTION PHASE**

1. Assist Grantees during advertisement of bids with proofs of publication, minority and female goals, ten-day call, review of addenda, and advertisement procedural requirements.
2. Assist Grantees during the bid opening/evaluation process with bid opening, evaluation of bids, bid award, procurement requirements, contractor eligibility, and cost reasonableness analysis.
3. Assist Grantees in resolving bid issues related to bids exceeding budget, rejected bids, etc.
4. Assist Grantees during contract execution and pre-construction activities with notice of award, notice to proceed, pre-construction conference, construction contractor's initial schedule, schedule of values, and labor compliance requirements.
5. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate reimbursement process.
6. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
7. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, property acquisition, and disclosure reporting.
8. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

## **CONSTRUCTION PHASE**

1. Provide technical assistance during construction and limited on-site observation and tacking including occasional attendance at construction progress and other key meetings, and occasional construction site inspections.
2. Assist Grantees with CDBG and OCD program requirements for the construction process and documentation including construction inspection reporting, substantial completion, and final completion.

3. Review change orders for changes outside the scope of the approved application, changes that affect the ERR, changes that affect project beneficiaries, and cost reasonableness.
4. Assist Grantees with Davis-Bacon and related Acts, labor standards, and Section 3 compliance including occasional on-site wage interviews, certified payroll review, facilitation in resolving labor violations, documentation of wage decision, required labor related jobsite postings, additional labor classifications, and required reporting.
5. Provide financial management and review of Requests for Payment. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate reimbursement process.
6. Assist Grantees with procurement of professional and other services, if any. Provide review of contracts, provide cost reasonableness analysis, verify contractor eligibility, and document CDBG compliance.
7. Maintain electronic and hard copy records, process document requests, and upload documents to OCD's web-based document storage system.
8. Assist Grantees in complying with CDBG requirements as applicable including: record keeping system, Cooperative Endeavor Agreement(s), financial management, citizen participation, procurement, residential anti-displacement, Section 504, fair housing, EEO, Section 3, property acquisition, and disclosure reporting.
9. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

#### **PROJECT CLOSEOUT PHASE**

1. Prepare and submit the Project Completion Report including citizen participation information, grant progress form, program beneficiary form, applicant data form, housing opportunities form, miscellaneous information form, and Section 3 report.
2. Conduct performance and final project closeout activities.
3. Assist the Grantees with completing and submitting the Certificate of Completion.
4. Assist the Grantees with the Final Wage Compliance Report.
5. Assist Grantees with Section 504 reporting, fair housing reporting, EEO reporting, and updated disclosure report.

6. Finalize financial management and review of Requests for Payments. Provide technical assistance during the preparation, submission, and tracking of Requests for Payments and facilitate the reimbursement process for final payment.
7. Finalize electronic and hard copy records, process document requests, and confirm that all documents have been uploaded to the OCD's web-based document storage system.
8. Assist Grantees regarding CDBG/OCD requirements and facilitate communication among all involved parties.

### **PROGRAM CLOSEOUT PHASE**

Similar to Project Closeout Phase except that activities are on a Grantee-level closeout rather than a project-level closeout.

### **STATE IMPLEMENTED ACTIVITIES**

The tasks described herein shall also be available for programs or projects implemented directly by the State, notwithstanding that the State does not have a Grantee involved in the project or Program. Additionally, programs which are entirely or in part implemented by the State, the Contractor may be requested, on an as needed basis as directed by OCD, to provide additional support activities in the implementation of programs, including but not limited to community planning, outreach and associated services, conducting on-site and remote interviews of stakeholders, assisting with public participation requirements and assisting with property acquisition issues.

### **REPORTING AND PROGRAM CONTROLS**

1. Provide a functional organization structure with proper administrative oversight.
2. Submit monthly invoices including individual time sheets, if required, and evidence indicating the percent of work complete for each task order.
3. Submit monthly reports indicating the status of projects.

### **OTHER PROGRAMMATIC SERVICES**

The Contractor will be involved with other CDBG programs that do not involve construction. Examples include economic development, homeowner assistance, resilient community planning and associated services and other similar community development activities. In these instances, the Contractor will provide program compliance assistance to the OCD, Grantees, and sub-recipients.

## **OTHER**

The OCD has established a web-based document storage system which is populated with various documents developed by Grantees and others to show that all areas of CDBG and OCD compliance have been achieved. The OCD will host the system and make it available to the Contractor and other authorized users via the Internet. The Contractor will be required to upload documents to the system.

The OCD is not responsible for providing desktop hardware or software, peripheral equipment, or user Internet connectivity.

The Contractor may be required to perform labor compliance reviews; review and approval of project plans, cost estimates, bidding documents and advertisements, and construction contracts and change orders on behalf of OCD; as well as production of cost reasonableness evaluations.

Additional work effort will be determined on a case-by-case basis and may include CDBG compliance monitoring of any program.

### **C. Contract Monitor/Performance Measures**

The State Program Manager for OCD on this Agreement is the Director of Recovery Programs of the Disaster Recovery Unit or designee. The performance measures for this Agreement shall include the successful performance and completion of Contractor's obligations as provided in this Agreement 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.

### **D. Monitoring Plan**

The OCD will monitor the Services provided by the Contractor under Task Orders and the expenditures of funds under this Agreement. The OCD SPM or his designee will be primarily responsible for the 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 the OCD and the Contractor and any additional monitoring plans or performance standards developed by the 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.

**E. Deliverables**

The Contract will be considered complete when the Contractor has delivered and the OCD has accepted all deliverables specified in this Agreement.

Completion of each Task Order shall constitute a separate deliverable.

**F. Substitution of Key Personnel**

The Contractor's key personnel assigned to this Agreement, listed in Exhibit B, attached hereto and made a part hereof, shall not be replaced without the written consent of the OCD. Such consent shall not be unreasonably withheld or delayed provided an adequately qualified replacement is offered. In the event that any employee of the Contractor becomes unavailable due to the resignation, illness, or other factors outside of the Contractor's control, the Contractor shall be responsible for providing an adequately qualified replacement.

**II. PAYMENT PROCESS**

**A.** The maximum amount of this Contract is Nine Million and 00/100 Dollars (\$9,000,000.00) (the "Funds"). Invoices shall be submitted on a monthly basis using a standard invoice format provided by the OCD. Invoices shall be organized so that Services associated with each individual Task Order are clearly identified in separate detailed listings of charges. The maximum contract amount shall not be changed or amended by a Task Order.

**B.** 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 Exhibit A 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. The pricing and fee schedules in Exhibit A are made part of this Agreement and will remain in effect for the term of the Agreement. Time for required travel between in-state Contractor offices and Grantee/OCD locations in performance of a Task Order is billable at one half (½) of the appropriate hourly rate.

- C. 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.
- D. Payment of invoices must be approved by the Director of Recovery Programs of the Disaster Recovery Unit or designee and the Financial Manager of the Disaster Recovery Unit of OCD or designee. The State will make every reasonable effort to make payments within 25 work days of receipt of invoice.

### **III. TERM OF CONTRACT; TERMINATION OR SUSPENSION OF CONTRACT**

#### **A. Contract Term**

This Contract shall begin on October 1, 2017 and end on September 30, 2020, unless terminated early under the provisions herein.

#### **B. Termination/Suspension for Cause**

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Contractor materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by the Contractor of reports to the OCD, HUD or their auditors, reports that are incorrect or incomplete in any material respect, provided the Contractor is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, the Contractor shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written

notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination. The Contractor shall be paid for all authorized Services properly performed prior to termination.

**C. Termination for Convenience**

The OCD may terminate this Agreement at any time by giving at least thirty (30) days prior written notice to the Contractor. The Contractor shall be entitled to payment for Services performed up to the date of termination contained within the notice, to the extent that the Services have been satisfactorily performed and are otherwise reimbursable under the terms of this Agreement.

**D. Termination Due to Unavailable Funding**

The continuation of this Agreement is contingent upon the appropriation and release of funds by the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. The Contractor shall be paid for all authorized Services properly performed prior to termination.

**IV. Indemnification and Limitation of Liability**

**A. Force Majeure**

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 on their respective duties under the Agreement.

**B. Indemnity**

**General Indemnity Language**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract. The Contractor shall be fully 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 the Contractor, its agents, employees, partners or subcontractors, without limitation; 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.

### **Indemnify relating to use of protected process or product**

the 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 the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the 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 the Contract; 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 the Contractor believes that it may be enjoined, the 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.

With respect to indemnity obligations for protected processes, 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, the Contractor's liability limit for direct damages shall be two (2) times the maximum amount of the Contract. 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 notice to the Contractor, retain such monies from amounts due to the 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.

**V. ADMINISTRATIVE AND COMPLIANCE PROVISIONS**

**A. Taxes**

The Contractor is responsible for payment of all applicable taxes from the Funds to be received under this Contract. The Contractor's federal tax identification number is 72-0780852, DUNS #050644038, State tax identification number 1670488. *AW*

In accordance with R.S. 39:1624(A) (10), the Louisiana Department of Revenue (LDR) shall determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR prior to the approval of this contract by the Office of State Procurement (OSP). The prospective contractor hereby attest to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval and effectiveness of this Contract by OSP. The contracting agency reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with LDR within seven (7) days of such notification. *AW*

**B. 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 principle point of contact on behalf of the State and will be the principle point of contact for Contractor concerning Contractor's performance under this Contract.

Regulatory applicability determinations made by the State or agreements made between various governmental 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 the 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.

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

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by the Contractor to the OCD at termination or expiration of this Agreement. Cost incurred by the Contractor to compile and transfer information for return to the OCD shall be billed on a time basis, subject to the maximum amount of this Agreement. Software and other materials owned by the Contractor prior to the date of this Agreement and not related to this Agreement shall be and remain the property of the Contractor.

**C. Subcontractors**

The Contractor may, with prior written permission from the OCD, enter into subcontracts with third parties ("Subcontractors") 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 OCD for any breach in the performance of the Contractor's duties. Subcontractor's agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the OCD shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.

Contingent on verification that no Subcontractor has been debarred, the OCD hereby approves the following Subcontractors to provide or perform any part of the Services under the Agreement:

Bordelon Foreman & Associates, Inc.  
Concordia, LLC

The Center for Planning Excellence, Inc. (CPEX)  
CSRS, Inc.\*  
Frye Magee LLC  
GCR, Inc.  
Hunt, Guillot & Associates LLC  
Minvielle & Associates, Inc.  
Meyer, Meyer, LaCroix & Hixson, Inc.  
Waggoner & Ball, LLC  
Lowlander Center, Inc.  
Aptim Environmental & Infrastructure Inc.

\*Excluded from any services performed in connection with the Isle De Jean Charles project.

The Contractor shall not contract with any other subcontractor(s) without the express written approval of the OCD.

**D. Fund Use**

The Contractor agrees not to use proceeds from this Agreement 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 or is 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 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. The Contractor and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**E. Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to the OCD's operation which are designated confidential by the OCD 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 OCD. The

identification of all such confidential data and information as well as the OCD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the OCD 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 OCD to be adequate for the protection of OCD's confidential information, such methods and procedures may be used, with the written consent of the OCD, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this 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 this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD.

#### **F. Insurance**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement may be waived for Worker's Compensation coverage only.

Contractor's Insurance. The Contractor shall not commence work under this Contract until it has obtained all insurance required herein. Certificates of Insurance shall be filed with the OCD for approval. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required for the Subcontractors has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the OCD before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the OCD and consented to by the OCD in writing and the policies shall so provide.

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 Subcontractors 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 this Contract such Commercial General Liability Insurance which shall protect him, the OCD, and any Subcontractors 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 Subcontractors, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the OCD. Such insurance shall name the OCD 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, with combined single limits of \$1,000,000.

Professional Liability (Errors and Omissions): The Contractor shall maintain 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 24 months from the expiration date of the policy, if the policy is not renewed.

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.

#### **G. Audits and Inspections**

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors

contracted by any of them shall have the option of auditing all records and accounts of the Contractor and/or its Subcontractors that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing the Contractor or Subcontractors, as appropriate, with reasonable advance notice. 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 Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of this Agreement.

**H. 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 the 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.

**I. Changes**

The OCD may, from time to time, request changes in the Services described in the Scope of Services. Such changes, including any increase or decrease in the amount of compensation, which are mutually agreed upon by and between the Parties, shall be incorporated in written amendments to this Agreement, subject to all legally required approvals.

**J. Covenant Against Contingent Fees and Conflicts of Interest**

The 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 warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement 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, Subcontractor, member of the governing body of the 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 Project or in any activity or benefit, which is part of this Agreement.

The Contractor shall also comply with the current Louisiana Code of Governmental Ethics, as applicable. The Contractor agrees to immediately notify the OCD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

**K. Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities**

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

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 contract and/or subcontract subject to compliance with regulations in 24 CFR part 135, and shall agree to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that any Subcontractor is in violation of the regulations in 24 CFR part 135. The

Contractor's Subcontractors will not subcontract with any subcontractors where such Subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after such 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 such 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 Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) also applies to the work to be performed under this Agreement. 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. The Contractor's contracts 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).

**L. Discrimination and Compliance Provisions**

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 Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

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

Any act of unlawful discrimination committed by 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.

**M. 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.

**N. Clean Air Act, Clean Water Act and Other Requirements**

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq. (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD recognizes that 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.

**O. Energy Efficiency**

The 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 the Contractor and its Subcontractors. The OCD will provide such standards and policies to the Contractor as a pre-condition of this stipulation.

**P. Eligibility Status**

The 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 2 CFR part 2424.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

**Q. Drug-Free Workplace Requirement**

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

**R. 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/>).

**S. Financial Management**

The 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 its 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.

**T. 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 pertinent records for a period of five (5) years after final contract payment. The Contractor is responsible for having all Subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after final contract payment.

**U. Prohibited Activity**

The Contractor is prohibited from using, and is responsible for its Subcontractors 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. Contractor will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

## **VI. MISCELLANEOUS PROVISIONS**

### **A. No Assignment**

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the Parties and to their respective successors and assigns. Nothing in this provision shall prevent the Contractor from entering into subcontracts with one or more Subcontractors as provided elsewhere in this Agreement.

### **B. Severability**

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

### **C. Applicable Law, Remedies, and Venue**

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

**D. Entire Agreement and Order of Precedence**

This Agreement, together with the RFP and addenda issued thereto by OCD, the proposal submitted by the Contractor in response to the 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.

In the event of any inconsistent or incompatible provisions, this signed Agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP and then by the terms of the Contractor's proposal.

**E. No Authorship Presumptions**

Each of the Parties has had an opportunity to negotiate the language of this Agreement 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 Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement 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 Agreement and any successor to a signatory Party.

**F. Amendments, Supplements and Modifications**

This Agreement may not be amended, supplemented or modified except in a writing signed by both Parties in which they expressly state their mutual intention to amend, supplement or modify this Agreement. No oral understanding or agreement not incorporated into the Contract is binding on any of the Parties. This Agreement may not be amended by a Task Order.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Contractor to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

**G. No Personal Liability of Individual Representatives**

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party in his individual capacity, and neither the officers of any Party nor



any official executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

**H. Acts of Grant Recipients**

The obligations of the Contractor under this Agreement to provide guidance and/or instructions to Grant Recipients is limited to that necessary for grant management and compliance and shall inure to the benefit of the OCD only and not to any third party, including the Grant Recipients. This Agreement shall not be construed to create any responsibility of the Contractor to OCD or the Grant Recipient for the means, methods and safety requirements of any Grant Recipient or any of Grant Recipient's consultants, contractors, representatives or agents in the design or construction of projects, beyond any obligation it may have under this Agreement relating to grant management and compliance with the federal regulations governing the use of CDBG funding provided to the Grant Recipient.

**I. 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.

**J. Legal Authority**

The 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.

**K. Public Communications**

The Contractor shall not issue any public communications regarding the Program and/or Contractor's activities under this Contract without the prior consent of 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 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 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.

**L. Safety**

The 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 the Contractor may determine to be reasonably necessary.

**M. Provision Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 Agreement shall forthwith be amended to make such insertion or correction.

**N. Ownership**

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 by 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, 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. Costs to deliver and transmit such records, reports, documents and materials shall be billed to State in accordance with Exhibit A. Contractor may

retain a copy of its work product, subject to the requirements of the Confidentiality of Data Section.

**O. No Third Party Beneficiaries**

This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The OCD and the Contractor are and shall remain the only parties to this Agreement 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 Agreement. 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 OCD and the Contractor. This provision does not affect the indemnity and insurance obligations under this Contract.

**P. 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.

**Q. Advertising**

The Contractor shall not refer to the Contract or the Contractor's relationship with the OCD hereunder in commercial advertising or press releases without prior approval from the OCD.

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 OCD.

**R. 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.

**S. Commissioner's Statements**

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

**T. 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. The Contractor shall not limit or impede the State's right to audit and shall not withhold State-owned documents.

**U. E-verify**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

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

To Contractor:

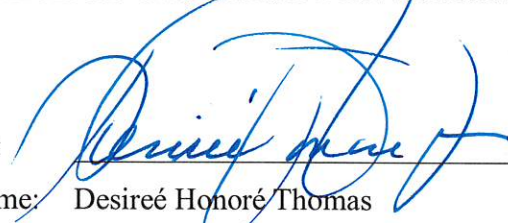
Thomas C. David Jr., President  
Pan American Engineers  
1717 Jackson St.  
P.O. Box 89  
Alexandria, LA 71309-0089  
318-473-2100  
318-473-2275 fax  
tom@paealex.com

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

By:   
Name: Patrick W. Forbes  
Title: Executive Director  
Date: 11.13.17

**OFFICE OF COMMUNITY DEVELOPMENT**

By:   
Name: Desiree Honore Thomas  
Title: Assistant Commissioner  
Date: 11/14/2017

**DIVISION OF ADMINISTRATION**

By:   
Name: Thomas C. David, Jr.  
Title: President  
Date: November 8, 2017

**PAN AMERICAN ENGINEERS, LLC**

**EXHIBIT A  
RATE SCHEDULE**

JOB CLASSIFICATION	Hourly Rate*
Principal/Program Manager	\$185.00
Project Manager	\$160.00
Assistant Project Manager	\$125.00
Senior Grant Manager	\$145.00
Grant Manager	\$115.00
Grant Specialist 2	\$90.00
Grant Specialist 1	\$70.00
Senior Engineer	\$165.00
Mid-Level Engineer	\$110.00
Engineer Intern	\$75.00
Senior Architect	\$120.00
Mid-Level Architect	\$85.00
Entry-Level Architect	\$60.00
CADD Technician	\$75.00
Construction Manager	\$125.00
Construction Inspector	\$100.00
Planner	\$95.00
Scheduler	\$95.00
Cost Estimator	\$90.00
Project Control Specialist	\$110.00
GIS Specialist	\$60.00
Financial Lead	\$80.00
Financial Assistant	\$65.00
Clerical/Administrative Assistant	\$55.00
Payroll Review Clerk	\$58.00
Interpreter (Spanish)	\$50.00
Interpreter (Vietnamese)	\$50.00
IT Consultant	\$150.00
IT System Analyst	\$110.00

\*Travel time for travel between in-state Contractor offices and Grantee/OCD locations will be paid at one half (½) the appropriate hourly rate.

## JOB CLASSIFICATIONS (MINIMUM REQUIREMENTS)

### Principal/Program Manager

Education:	Bachelor's or Master's degree in a business or technical discipline.
Experience:	15 years experience leading major programs, projects, or business units.
Responsibilities Include:	Providing contractual administration and broad oversight and direction for Contractor services related to the OCD hurricane recovery effort.
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. Communicates with Grantees, subrecipients, contractors, OCD personnel, 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 a business or technical discipline.
Experience:	10 years experience leading major programs and projects.
Responsibilities Include:	Providing day-to-day direction, guidance, and decision making for operations involving Contractor services for the OCD hurricane recovery effort.
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 Grantees, subrecipients, contractors, OCD staff, and other interested parties regarding all aspects of program operations.



Assistant Project Manager

Education:	Bachelor's or Master's degree in a business or technical discipline.
Experience:	3 years 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 OCD hurricane recovery effort.
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, subrecipients, contractors, OCD staff, and other interested parties regarding all aspects of program operations.

Senior Grant Manager

Education:	Bachelor or Master's of arts or bachelor or Master's of science degree or equivalent work related experience.
Experience:	10 years experience in serving as a lead in administering and overseeing grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program or classified as an expert in a particular category of grant management.
Responsibilities Include:	Serving in the lead role for providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.
Knowledge of And Skills in:	Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.
Examples of Work:	Advises OCD, Grantees, subrecipients, and staff regarding HUD and CDBG requirements. Conducts meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Prepares project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with

	compiling CDBG required documentation and complying with all CDBG requirements. Provides review and oversight of funded projects through project close-out.
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Grant Manager

Education:	Bachelor or Master of arts or bachelor or Master of science degree or equivalent work related experience.
Experience:	5 - 10 years experience in administering grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.
Responsibilities Include:	Under the direction of a Senior Grant Manager, responsibilities include providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.
Knowledge of And Skills in:	Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.
Examples of Work:	Participates in meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Prepares project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Provides review and oversight of funded projects through project close-out.

Grant Specialist 2

Education:	Associate's or technical degree or equivalent work related experience.
Experience:	1 - 5 years experience in administering grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.
Responsibilities Include:	Under the supervision of a Senior Grant Manager or a Grant Manager, responsibilities include providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.
Knowledge of And Skills in:	Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.
Examples of Work:	Participates in meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Assists in preparation of project descriptions and initial and final applications for funding. Coordinates application development with

	other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Assists with review and oversight of funded projects through project close-out.
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### Grant Specialist 1

Education:	Associate's or technical degree or equivalent work related experience.
Experience:	Entry level/training position to gain knowledge and experience in administering grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.
Responsibilities Include:	Under the supervision of a Senior Grant Manager or a Grant Manager, responsibilities include providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.
Knowledge of And Skills in:	Learning Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.
Examples of Work:	Participates in meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Assists in preparation of project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Assists with review and oversight of funded projects through project close-out.

### Senior Engineer

Education:	Bachelor's or Master's degree in an engineering discipline.
Experience:	15 years 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, 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. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.
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Mid-Level Engineer

Education:	Bachelor's or Master's degree in an engineering discipline.
Experience:	5 - 15 years 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, 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 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. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

Engineer Intern

Education:	Bachelor's or Master's degree in an engineering discipline.
Experience:	0-5 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. 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.

### Senior Architect

Education:	Bachelor's or Master's degree in architecture.
Experience:	15 years experience in managing architectural design staff, technical resources, and new business efforts. Requires licensure as a Professional Architect.
Responsibilities Include:	Working directly with clients and project managers in establishing architectural design approaches, conceptual layouts, and building systems.
Knowledge of And Skills in:	Managing the preparation of construction drawings and specifications, resolving technical issues and conflicts, providing review and quality assurance, and interpreting building codes and standards.
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 architectural fees for basic services and additional services. Provides architectural and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

### Mid-Level Architect

Education:	Bachelor's or Master's degree in architecture.
Experience:	5 - 15 years experience in managing architectural design staff, technical resources, and new business efforts. Requires licensure as a Professional Architect.
Responsibilities Include:	Under the direction of a Senior Architect, responsibilities include working directly with clients and project managers in establishing architectural design approaches, conceptual layouts, and building systems.
Knowledge of And Skills in:	Managing the preparation of construction drawings and specifications, resolving technical issues and conflicts, providing review and quality assurance, and interpreting building codes and standards.
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 architectural fees for basic services and additional services. Provides architectural and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

### Entry-Level Architect

Education:	Bachelor's or Master's degree in architecture.
Experience:	0 - 5 years experience in assisting project architects in planning, designing, and preparing related working drawings and details.
Responsibilities Include:	Under the supervision of a Senior Architect or Mid-Level Architect, responsibilities include assisting in the development of solutions to detailed building design problems, preparing design alternatives, and the selection of best approach.
Knowledge of And Skills in:	Preparing construction drawings and specifications, resolving technical issues, providing review and quality assurance, and interpreting building codes and standards.
Examples of Work:	Participates in review of CDBG applications. Assists in the review of plans and specifications for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Conducts cursory construction observation as requested by OCD.

### CADD Technician

Education:	Associate's degree in Computer Aided Drafting and Design, Applied Science or related field or equivalent work related experience.
Experience:	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, Senior Grant Managers, Assistant Project Managers, Project Managers, and Program Managers. Reviews the accuracy and completeness of data capture work.

### Construction Manager

Education:	Bachelor's or Master's degree in engineering, construction technology, construction management, or related field or equivalent work related experience.
Experience:	5 years experience in managing construction activities for major projects.
Responsibilities Include:	Providing technical information and advice on construction issues, reviewing various construction related documents for compliance, and supervising construction inspectors (if required by OCD).

Knowledge of And Skills in:	Project planning, construction contract administration, construction equipment and techniques, government regulations and permitting, CPM scheduling, claims administration, resolving conflicts, and project management.
Examples of Work:	Evaluates constructability of projects. Performs reviews of construction cost estimates, plans and specifications, bid addenda, construction bids, and change orders, and partial pay estimates. Performs periodic construction site visits to review overall progress. Compares field work to approved designs and plans. Attends pre-construction meetings and final inspections on complex projects.

### Construction Inspector

Education:	High School diploma or its equivalent.
Experience:	3 years experience in the inspection of various public works and related construction projects.
Responsibilities Include:	Serving as a primary construction inspector in an area or areas of specialization.
Knowledge of And Skills in:	Construction practices, project management, construction contract administration, surveying principles, and an understanding of plans and specifications.
Examples of Work:	Determines material sampling requirements and prepares sampling plans. Reviews test reports and recommends corrective actions regarding failing samples. Verifies elevations and alignments of construction work. Observes construction progress and prepares daily construction reports. Prepares work reports, estimated quantities, and calculations. Reviews contractor's partial pay estimates and change orders. Attends pre-construction meetings and final inspections.

### Planner

Education:	Bachelor of arts or bachelor of science degree.
Experience:	3 years progressive experience in planning activities such as developing long- and short-term urban and regional plans for land use, growth, and revitalization of communities, preparing plans for community development, addressing environmental, economic, and social health issues relating to changing communities.
Responsibilities Include:	Demonstrating creativity, foresight, and mature judgment in anticipating and solving significant problems, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for these activities.
Knowledge of And Skills in:	Principles of regional planning and zoning administration, comprehensive planning, and project management techniques.
Examples of Work:	Evaluates the need for and approach to planning activities being proposed for CDBG applications. Reviews Grantee's and subrecipient's long term

	community recovery plans, and school district plans. Analyzes existing municipal plans and planning efforts, considers alternatives, and makes recommendations. Provides planning expertise to OCD and management.
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Scheduler

Education:	Bachelor's degree in a technical or business discipline. Additional experience may substitute for education requirements.
Experience:	5 years 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:	5 years 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.

Project Control Specialist

Education:	Bachelor's degree in a business or technical discipline or equivalent work related experience.
Experience:	4 years experience in providing project control and project management support. Services include the design and implementation of project control systems to provide tracking and variance analysis.



Responsibilities Include:	Forecasting and tracking total project reporting as it relates to scope, budget, schedules, document controls, procurement, subcontracting, property management, and contract resource management.
Knowledge of And Skills in:	Architectural, engineering, and construction projects at detailed level, project management functions, and project control software.
Examples of Work:	Provides support to Program Managers and Project Managers and coordinates cost and scheduling activities with various groups. Assists in developing plans including budgets and schedules to meet contractual and project goals and objectives. Assists in developing financial controls, procedures, systems, and forecasting techniques to evaluate project status and ensure compliance with OCD expectations. Evaluates current project control systems and recommends changes as necessary.

### 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:	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.

### Financial Lead

Education:	Bachelor's or Master's degree in accounting, finance, or related field or equivalent work related experience.
Experience:	10 years experience in directing the accounting and financial functions of contracts.
Responsibilities Include:	Reporting and tracking project financial results, client invoicing, defining financial specifications, format and requirements for all activities, forecasting financial needs, and managing all control systems.
Knowledge of And Skills in:	Generally accepted accounting practices, government accounting practices, auditing practices, and standard office procedures.
Examples of Work:	Directs the accounting and financial functions of the project. Maintains accurate financial records. Prepares clear and accurate reports for informational and operational use. Reviews and verifies accuracy of financial data. Analyzes and reconciles expenditure and revenue accounts.

### Financial Assistant

Education:	High School diploma or its equivalent.
Experience:	1 year experience in performing routine accounting/finance duties under a Financial Lead. Additional education in a relevant field such as accounting or finance may substitute for experience.
Responsibilities Include:	Under the supervision of a Financial Lead, responsibilities include processing standard financial records, compiling financial data, performing financial reconciliation and transfers, and operating computer-based financial software systems.
Knowledge of And Skills in:	Accounting practices and standard office procedures.
Examples of Work:	Assists with maintenance of financial records. Assists with the preparation of reports for informational and operational use. Reviews and verifies accuracy of financial data. Analyzes and reconciles expenditure and revenue accounts.

### Clerical/Admin Assistant

Education:	High School diploma or its equivalent.
Experience:	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.

### Payroll Review Clerk

Education:	High School diploma or its equivalent.
Experience:	Entry level position.
Responsibilities Include:	Providing review of Certified payrolls for CDBG compliance.
Knowledge of And Skills in:	Davis-Bacon wage rates, certified payroll process, CDBG labor compliance standards.
Examples of Work:	Reviews certified payrolls of construction contractors for accuracy and compliance with CDBG and OCD requirements. Reports discrepancies to Grant Manager or higher level supervisor. Makes copies of documents and organizes and files documents. Compiles and maintains records of office activities.

### Interpreter (Spanish)

Education:	High School diploma or its equivalent.
Experience:	1 year 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:	1 year 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.

**NOTE:** All personnel and their associated job classifications must be approved by the OCD prior to billing. If, during the course of the Contract, the Contractor adds personnel to the contract team, the Contractor will submit each individual's resume and proposed job classification to the OCD for prior review and approval. Once approved by the 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).

**EXHIBIT B**  
**KEY PERSONNEL**

The Contractor's key personnel assigned to this Agreement, listed below, shall not be replaced without the written consent of the OCD.

Thomas C. David, Jr.  
Douglas S. Gathright  
Michelle A. Smith