

STATE OF LOUISIANA

PO: 2000 389858

OCD/DRU

AND

MURPHY APPRAISAL SERVICES, L.L.C.

## **CONTRACT FOR CONSULTING SERVICES**

**BE IT KNOWN THAT** this agreement is entered into by and between the State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit (hereinafter sometimes referred to as "State" or "OCD/DRU or "OCD") and Murphy Appraisal Services, L.L.C. (hereinafter sometimes referred to as "Contractor" or "Appraiser"). Contractor and the State may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

### **I. SCOPE OF WORK**

Contractor hereby agrees to furnish the following services:

See Exhibit A, Scope of Services, attached hereto and made a part hereof.

There is no guarantee of a minimum level of services which may be requested by the OCD/DRU under this Agreement.

### **II. TASK ASSIGNMENT AND MONITORING**

These services are to be provided under the immediate supervision of the OCD/DRU Executive Director or designee. Contractor will meet quarterly with the Executive Director or designee to assess the completion of tasks assigned during the quarter just ended.

### **III. COMPENSATION**

In consideration of services described hereinabove, State hereby agrees to pay Contractor for each deliverable according to the payment terms in Exhibit B.

The total of all sums payable under this Contract shall not exceed \$49,999

Contractor will submit, at the end of each calendar month, an itemization of all work performed. Invoices for services shall be submitted by Contractor to the OCD/DRU Executive Director or designee for review and approval. Payment shall be issued upon approval by the OCD/DRU Finance Manager or designee.

Contractor is responsible for all travel expenses in the Contract. No reimbursement will be made to Contractor for any travel expenses.

Contractor agrees to submit monthly statements. It is understood that should Contractor fail to submit statements within thirty (30) days following the end of each month, State

shall not be responsible for payment thereof without the express written authorization of OCD/DRU Executive Director or designee.

#### **IV. TERM OF CONTRACT**

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

This Contract shall begin on September 1, 2018 and end on August 31, 2020, unless terminated early under the provisions herein. The Contract may be extended by mutual agreement up to the maximum legal time limit, subject to all legally required approvals.

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

The OCD/DRU may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if 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 Contractor to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Contractor of reports to the OCD/DRU, HUD or their auditors, reports that are incorrect or incomplete in any material respect, provided 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, Contractor shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD/DRU shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination. Contractor shall be paid for all authorized Services properly performed prior to termination.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

**C. Termination for Convenience**

The OCD/DRU may terminate this Agreement at any time by giving at least thirty (30) days prior written notice to Contractor. 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. Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

**D. Termination Due to Unavailable Funding**

The continuation of this Agreement is contingent upon the appropriation and release of funds by the OCD/DRU to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD/DRU for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Contractor shall be paid for all authorized Services properly performed prior to termination. Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

**V. ADMINISTRATIVE AND COMPLIANCE PROVISIONS**

**A. Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and /or legislative appropriation shall be said Contractor's obligation and identified under Federal tax identification number 72-1259818, DUNS# 142423487 and state tax identification number 8668303.

In accordance with R.S. 39:1624(A) (10), the Louisiana Department of Revenue (LDR) shall determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR prior to the approval of this contract by the Office of State Procurement (OSP). The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to 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.

**B. State Furnished Resources**

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

**C. Subcontractors**

Contractor may, with prior written permission from the OCD/DRU, enter into subcontracts with third parties ("Subcontractors") for the performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to the OCD/DRU for any breach in the performance of Contractor's duties. Subcontractors' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the OCD/DRU 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.

**D. Fund Use**

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 being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Contractor and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any contractor, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each of its sub-contractors 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/DRU's operation which are designated confidential by the OCD/DRU and made available to Contractor in order to carry out this Contract, or which become available to Contractor in carrying out this Contract, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OCD/DRU. The identification of all such confidential data and information as well as the OCD/DRU's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the OCD/DRU in writing to Contractor. If the methods and procedures employed by Contractor for the protection of Contractor's data and information are deemed by the OCD/DRU to be adequate for the protection of OCD/DRU's confidential information, such methods and procedures may be used, with the written consent of the OCD/DRU, to carry out the intent of this paragraph. 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 Contractor's possession, is independently developed by 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 Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD/DRU. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public.

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, pleadings, exhibits or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

#### **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: 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/DRU for approval. 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, Contractor shall also submit copies of insurance policies for inspection and approval of the OCD/DRU 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/DRU and consented to by the OCD/DRU in writing and the policies shall so provide.

Workers' Compensation: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

Commercial General Liability Insurance: Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of

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

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

Professional Liability (Errors & Omissions) Insurance: The 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. Coverage shall be provided for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than twenty-four (24) months, with full reinstatement of limits, from the expiration date of the policy, if the policy is not renewed.

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

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

Commercial General Liability and Automobile Liability Coverages: The State, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to OCD.

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

Workers Compensation and Employers Liability Coverage: To the fullest extent allowed by law, the insurer shall agree to waive all rights of

subrogation against OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for OCD.

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

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

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

**G. Right to Audit**

The OCD/DRU, the State of Louisiana Legislative auditor, federal auditors, State Inspector General and auditors of the Division of Administration ("DOA"), or others so designated by the DOA or the OCD/DRU, shall have the option to audit and/or inspect all accounts directly pertaining to the Agreement for a period of five (5) years after closeout of OCD's federal grant providing the funds for this Contract. Contractor will be notified of the grant closeout date by OCD. Records shall be made available during normal working hours for this purpose.

**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 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/DRU and all such rights shall belong to the OCD/DRU.



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

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the OCD/DRU shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

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

However, upon written request of Contractor, the OCD/DRU may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the OCD/DRU determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

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

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

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

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

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

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

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

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

**K. Discrimination and Compliance Provisions**

Contractor and its sub-contractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

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

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

**L. Code of Ethics**

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

**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**

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/DRU recognizes that 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**

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its Subcontractors. The OCD/DRU will provide such standards and policies to Contractor as a pre-condition of this stipulation.

**P. Eligibility Status**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424.

**Q. Drug-Free Workplace Requirement**

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

**R. Indemnification and Limitation of Liability**

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the

State of Louisiana, all State Departments, Agencies, Boards and Commission, its officers, agents, servants, employees and volunteers, from and against all suits, claims, actions, damages, expenses and liability of every name and description relating to personal injury or death of any person and damage, loss or destruction of any real or personal tangible property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, employees, servants, partners or subcontractors, without limitation, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except hoses claims , demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commission, its officers agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

If applicable, Contractor will indemnify, defend and hold the OCD 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 OCD 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 OCD shall give the Contractor:

- (i) Prompt written notice of any action, claim or threat of infringement suit, or other suit;
- (ii) The opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and
- (iii) Assistance in the defense of any such action at the expense of Contractor.

Where a dispute or claim arises relative to a real or anticipated infringement, the OCD may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration may require.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reasons or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence:

- (i) To procure for the OCD 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;
- (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 OCD up to the dollar amount of this Agreement.

The OCD/DRU may, in addition to other remedies available to them at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

#### **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 records pertinent to the Contract for a period of five (5) years after closeout of OCD's federal grant providing the funds for this Contract. Contractor will be notified of the grant closeout date by OCD.

**VI. MISCELLANEOUS PROVISIONS**

**A. No Assignment**

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

**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**

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

**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. Any such amendment is subject to the approval of the Office of State Procurement. No oral understanding or agreement not incorporated into the Contract is binding on any of the Parties.

**G. 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.

**H. Legal Authority**

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the Contractor is obligated to perform under this Agreement.

**I. Substitution of Key Personnel**

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

**J. Prohibited Activity**

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

**K. Public Communications**

Contractor shall not issue any public communications regarding the Contractor's activities under this Agreement without the prior consent of the OCD.

**L. Safety**

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

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

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the applicable of either Party the contract shall forthwith be amended to make such insertion or correction.

**N. 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 State 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 State and Contractor. This provision does not affect the indemnity and insurance obligations under this Contract.

**O. 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.

**P. 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.

**Q. 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.

**R. 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.

**S. 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:

If to State:

Executive Director  
State of Louisiana  
Division of Administration  
Office of Community Development  
Disaster Recovery Unit  
Mailing Address: P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
(225)296-9600 (fax) (225) 219.9605


If to Contractor:

Neal Murphy, Partner  
Murphy Appraisal Services, L.L.C.  
19411 Helenberg Rd, Suite 204  
Covington, LA 70433  
Office (985)626-4115  
Fax (985)626-4116  
[nealm@murphyappraisal.com](mailto:nealm@murphyappraisal.com)

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DONE AND SIGNED by the Parties on the dates set forth below.

**OFFICE OF COMMUNITY DEVELOPMENT**

By:  \_\_\_\_\_

Name: Patrick W. Forbes

Title: Executive Director

Date: 12.19.18

**DIVISION OF ADMINISTRATION**

By:  \_\_\_\_\_

Name: Desiree Honoré Thomas

Title: Assistant Commissioner, DOA

Date: 12/20/18

**CONTRACTOR**

By:  \_\_\_\_\_

Name: NEAL MEYER

Title: PARTNER

Date: 11/23/18

**Exhibit A**  
**Scope of Services**

**Appraisal Services**

Provide appraisals that meet the standards outlined herein. Aerial views and ownership information of properties will be provided by OCD.

The Appraiser must, at a minimum:

1. Provide appraisals that meet all Uniform Appraisal Standards for Federal Land acquisitions as well as the definition of an appraisal found at 49 CFR 24.2(a)(3).
2. Afford the property owner or the owner's designated representative the opportunity to accompany the Appraiser on the inspection of the property.
3. Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem, and the scope of work should address:
  - a. The extent of the inspection and description of the neighborhood and proposed project area,
  - b. The extent of the subject property inspection, including interior and exterior areas,
  - c. The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property),
4. In the appraisal report, include an adequate description of the physical characteristics of the property being appraised (i.e., sketch of the property and provide the location and dimensions of any improvements) and a description of comparable sales. The appraisal report should also include adequate photographs of the subject property and comparable sales, and provide location maps of the property and comparable sales
5. In the appraisal report, include items required by the acquiring agency, including but not limited to the following:
  - a. Property right(s) to be acquired, e.g., fee simple, easement, etc.,
  - b. Value being appraised (usually fair market value), and its definition
  - c. Appraised as if free and clear of contamination (or as specified),
  - d. Date of the appraisal report and the date of valuation,
  - e. A realty/personalty report as required by 49 CFR 24.103(a)(2)(i),
  - f. Known and observed encumbrances, if any,
  - g. Title information,

- h. Location,
  - i. Zoning,
  - j. Present use, and
  - k. At least a 5-year sales history of the property.
6. In the appraisal report, identify the highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use.
  7. Present and analyze relevant market information.
  8. In developing and reporting the appraisal, disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project. *(If necessary, the Appraiser may cite the Jurisdictional Exception or Supplemental Standards Rules under USPAP to ensure compliance with USPAP while following this and other Uniform Act requirements.)*
  9. Report his or her analysis, opinions, and conclusions in the appraisal report.

**DEFINITION OF FAIR MARKET VALUE:** This is determined by State law. Fair market value, however, is generally defined as the price that a seller is willing to accept and a buyer is willing to pay on the open market in an arm's length transaction, and usually includes the following:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, each acting in what he or she considers his or her own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**CERTIFICATION:** The appraisal shall include a certification of the Appraiser (see below)

**ASSUMPTIONS AND LIMITING CONDITIONS:** The Appraiser shall state all relevant assumptions and limiting conditions. In addition, the acquiring agency may provide other assumptions and conditions that may be required for the particular appraisal assignment, such as:

1. The data search requirements and parameters that may be required for the project.
2. Identification of the technology requirements, including approaches to value, to be used to analyze the data.
3. Need for machinery and equipment appraisals, soil studies, potential zoning changes, etc.
4. Instructions to the Appraiser to appraise the property "As Is" or subject to repairs or corrective action.
5. As applicable include any information on property contamination to be provided and considered by the Appraiser in making the appraisal.



## SAMPLE CERTIFICATE OF APPRAISER

I hereby certify:

That on \_\_\_\_\_date(s), I personally made a field inspection of the property herein appraised and have afforded the owner or a designated representative the opportunity to accompany me on this inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The property being appraised and the comparable sales relied upon in making this appraisal were as represented in the appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with the acquisition of property for a project utilizing U.S. Department of Housing and Urban Development funds.

That such appraisal has been made in conformity with appropriate laws, regulations, and policies and procedures applicable to appraisal of property for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the project for which such property is acquired, or by the likelihood that the property would be acquired for such project, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency or officials of the U.S. Department of Housing and Urban Development and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That I have not given consideration to, or included in my appraisal, any allowance for relocation assistance benefits.

That my opinion of the fair market value of the property to be acquired as of the

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ is  
\$ \_\_\_\_\_ based upon my independent appraisal and the  
exercise of my professional judgment.

Name \_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

## EXHIBIT B

| <u>Appraisal Type</u>  | <u>Not to Exceed Cost per Appraisal</u> |
|--|---|
| Vacant Land<br>(5 or more appraisals at one time)  | \$1,950                                 |
| Vacant Land  | \$2,000                                 |
| Vacant Residential Lot   | \$200                                   |
| Uniform Residential Appraisal Report<br>(Fannie Mae Form 1004)   | \$350                                   |
| Exterior-Only Inspection Residential Appraisal<br>(Fannie Mae Form 2055)                                     | \$250                                   |
| Residential Property   | \$750                                   |
| Subdivision  | \$5,000                                 |
| Multi-family (5-15 units)  | \$3,000                                 |
| Multi-family (16+ units)   | \$4,000                                 |
| Commercial Building<br>(Non-complex retail, office<br>and industrial property)                               | \$5,000                                 |
| Commercial Building<br>(Complex acquisition with damaged<br>portions-retail, office and industrial property) | \$8,000                                 |

RECEIVED  
OFFICE OF  
COMMUNITY DEVELOPMENT  
2020 AUG -5 AM 11:15  
DISASTER RECOVERY UNIT

PO# 2000389858  
OCR # N/A  
CFMS # N/A  
AMENDMENT # 1  
DUNS# 142423487

CONSULTING SERVICES CONTRACT

BY AND BETWEEN  
STATE OF LOUISIANA, DIVISION OF ADMINISTRATION  
OFFICE OF COMMUNITY DEVELOPMENT,  
DISASTER RECOVERY UNIT

AND

MURPHY APPRAISAL SERVICES, L.L.C.

EFFECTIVE JULY 1, 2020

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 2:

**IV. TERM OF CONTRACT**

**A. Contract Term**

This Contract shall begin on September 1, 2018 and end on August 31, 2020, unless terminated early under the provisions herein. The Contract may be extended by mutual agreement up to the maximum legal time limit, subject to all legally required approvals.

CHANGE AGREEMENT TO:

Page 2:

#### **IV. TERM OF CONTRACT**

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


This Contract shall begin on September 1, 2018 and end on August 31, 2021, unless terminated early under the provisions herein. The Contract may be extended by mutual agreement up to the maximum legal time limit, subject to all legally required approvals.

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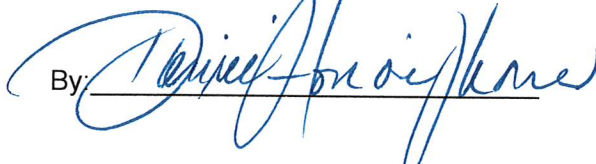
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The Parties have executed on the date set forth next to their respective signatures below, but effective as of the date first above written.


**OFFICE OF COMMUNITY DEVELOPMENT**

By:   
Name: Patrick Forbes  
Title: Executive Director  
Date: 8.10.20

**DIVISION OF ADMINISTRATION**

By:   
Name: Desiree Honoré Thomas  
Title: Assistant Commissioner, DOA  
Date: 8/11/2020

**CONTRACTOR**

By:   
Name: NEAL S MEYER  
Title: MANAGING PARTNER  
Date: 6/30/2020