

STATE OF LOUISIANA
CONTRACT FOR TRANSLATION SERVICES

PO 2 000 282 483

Be it known, that the State of Louisiana, Division of Administration, Office of Community Development (hereinafter sometimes referred to as "State" or "OCD") and Tembua Inc., 17870 Irons Ct., Lakeville, MN 55044-8732, (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

1.0 Scope of Services

Contractor hereby agrees to furnish the following services:

As requested by OCD, the translation of all Public Notices and Action Plans and other documents associated with the State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit's activities for the period of time designated in this contract. The services include the translation of the documents into both Spanish and Vietnamese, proofing only if requested by the State, and formatting of these documents. Delivery of the translated documents is based on the length of the documents, translated at the rate of 1000, 2500 or 5000 plus words per day.

2.0 Payment Terms

In consideration of the services described above, state hereby agrees to pay the Contractor according to the fee schedule below, up to a maximum total fee of **\$ 155,000.00**.

Spanish Translation: \$0.070 per word (\$0.088 per word if work is needed on rush basis of 2,500 words per day and \$.141 per word if work is needed on a rush basis of more than 5,000 words per day)

Vietnamese Translation: \$0.070 per word (\$0.088 per word if work is needed on rush basis of 2,500 words per day and \$.141 per word if work needed on a rush basis of more than 5,000 words per day)

Payment will be made only on approval of the Finance Manager, Disaster Recovery Unit, Office of Community Development.

If progress and/or completion to the reasonable satisfaction of OCD/DRU is obtained, payments are scheduled as follows:

OCD will endeavor to make payment in full within 30 days after the receipt of the completed (translated) document

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3.0 Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be the contractor's obligations and identified under Federal tax identification number 41-1768177, DUNS #009905597.

4.0 Termination

4.1 Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

4.2 Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

5.0 Compliance with Copeland Act

Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

6.0 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 vol. 15). The OCD 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 Contract.

7.0 State Furnished Resources

The OCD will provide specific project information to Contractor necessary to complete

Services described herein. All records, reports, documents and other material delivered or transmitted to Contractor by the OCD shall remain the property of the OCD and shall be returned by Contractor to the OCD, upon request, at termination, expiration or suspension of this Contract.

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time and materials 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.

8.0 Nonassignability

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.

9.0 Right to Audit

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

10.0 Term of Contract

This contract shall begin on July 1, 2017 and shall terminate on June 30, 2020.

11.0 Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of

the beginning of the first fiscal year for which funds are not appropriated.

12.0 Discrimination and Compliance Provisions

Contractor and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; and 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 contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Contract 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 contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract or other enforcement action.

13.0 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 this title. 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.

14.0 Section 3 Compliance in the Provision of Training, Employment And Business Opportunities

(a) 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.

(b) 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.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining Contract 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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).

15.0 Subcontractors

Contractor may, with prior written permission from the OCD, 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 for any breach in the performance of Contractor's duties. Subcontractors' Contracts must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete Contract or similar Contract 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.

16.0 Fund Use

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law 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.

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

17.0 Contract Work Hours And Safety Standards Act

All contractor and subcontractor's contracts must contain provisions requiring compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) where construction contracts are awarded by contractor and subcontractor's in excess of \$2,000, and in excess of \$2,500 for other contracts involving the employment of mechanics and laborers.

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

19.0 Amendments, Supplements and Modifications

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

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

20.0 Access to Records

The Contractor shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the State to assure proper accounting for all project funds. The State grantor agency, the State Legislative Auditor, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records shall be maintained for five years after contract closeout

21.0 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 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. 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 Contractor. If the methods and procedures employed by Contractor for the protection of 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. 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. 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.

22.0 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 materials produced as a result of this contract that might be subject to copyright shall be the property of the State and all such rights shall belong to the State.

23.0 Compliance with Federal, State and Local Guidelines:

The Contractor hereby binds itself, certifies, and gives its assurance that it will comply with all Federal, State, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal resources for the State assisted project.

The Contractor further agrees to comply with applicable laws, rules and regulations of the State,

Federal and local governments and shall exonerate, indemnify and hold harmless the State, its officers, agents and all employees from and against them. Further, the contractor shall exonerate, indemnify and hold harmless the State with respect to any damages, expenses or claims arising from or in connection with any of the work performed under this Contract by Consultant. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise proved by law.

24.0 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 if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

25.0 Covenant Against Contingent Fees And Conflict Of Interest:

The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an Contract or

understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Contractor, or its designees, or agents, no consultant, no member of the governing body of the Contractor or the locality in which the program is situated, and no other public official of the Contractor or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project 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 Project.

However, upon written request of the Contractor, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to the 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 waiver shall be made by Contractor which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

26.0 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 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 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, Contractor shall determine and substantiate with OCD whether Compensation Insurance will be required. If determined by the parties to be necessary, Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance for all of Contractor's employees employed at the site of the project. In case any work is sublet, 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 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, 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. 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. 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. Contractor shall require that any and all Subcontractors, which are not protected under Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of Contractor.

27.0 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 Contract 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.

28.0 Severability

The terms and provisions of this Contract are severable. Unless the primary purpose of this Contract would be frustrated, the invalidity or unenforceability of any term or condition of this Contract shall not affect the validity or enforceability of any other term or provision of this Contract. 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 Contract, and if such a provision cannot be reformed, enforce this Contract as set forth herein in the absence of such provision.

29.0 Applicable Law, Remedies, and Venue

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

30.0 Entire Contract

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

31.0 No Authorship Presumptions

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

32.0 No Personal Liability of Individual Representatives

No covenant or Contract contained in this Contract shall be deemed to be the covenant or Contract 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 Contract shall be liable personally with respect to this Contract or be subject to any personal liability or accountability under this Contract by reason of the execution and delivery of this Contract.

33.0 Delay or Omission

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

34.0 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 Contract, receive funds, authorized by this Contract and to perform the services the Contractor is obligated to perform under this Contract.

35.0 Provision Required by Law Deemed Inserted

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

36.0 Prohibited Activity

Contractor is prohibited from using, and shall be 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.

37.0 Safety

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 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.

38.0 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.

39.0 Third Party Beneficiaries

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

40.0 Public Communications

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

41.0 Notices and Communications

State


Executive Director
State of Louisiana
Division of Administration
Office of Community Development
Disaster Recovery Unit
Mailing Address: P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
225-219-9600
225-219-9605 fax

Contractor

Patricia May, President
Tembua Inc.
17870 Irons Ct.
Lakeville, MN 55044-8732
952-435-8178
800-347-9739
952-435-3626 fax
PM@tembua.com

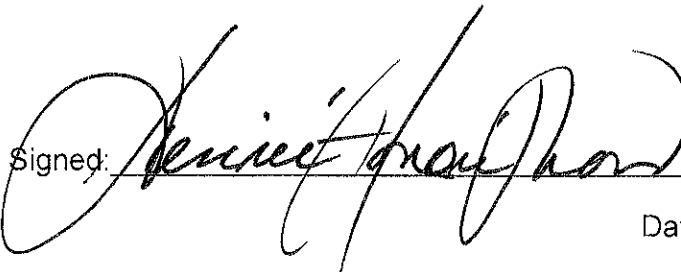
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DONE AND SIGNED by the Parties on the dates set forth below, but effective as of the date above.

Signed:  7.17.17
Date


Name: Patrick W. Forbes
Title: Executive Director

Office of Community Development/Disaster Recovery Unit

Signed:  7/19/17
Date

Name: Desiree Honoré Thomas
Title: Assistant Commissioner, DOA

Division of Administration

Signed:  2017-06-16
Date

Name: Patricia May
Title: Owner / CEO

Contractor