

STATE OF LOUISIANA

CONTRACT

PO# 2000687058

The State of Louisiana, Division of Administration, Office of Community Development, hereinafter sometimes referred to as "OCD" or the "State", and Lemoine Disaster Recovery, L.L.C., (Contractor) 1200 Brickyard Lane Suite 300, Baton Rouge, LA, 70802 sometimes referred to as the "Contractor", and Lemoine Company, L.L.C. (Guarantor) hereinafter do hereby enter into a Contract under the following terms and conditions. Contractor and OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

1 GENERAL AND ADMINISTRATIVE INFORMATION

This agreement addresses implementation and administration services needed to support the Louisiana Program (hereinafter referred to as "Program"). In addition to the Program, services may also be expanded to accommodate the Watershed Initiative, other existing disaster recovery programs and resiliency/mitigation program which OCD administers or is a stakeholder and/or other disaster recovery programs and other state or state or federally funded initiatives yet to be defined, including programs occurring as a result of past and future disasters. The programs are collectively known as the "Program".

• **SCOPE OF SERVICES**

Contractor hereby agrees to furnish services to State as specified in Attachment I- Scope of Services for Building/Construction Management (BCM) Services. All work performed under the Contract must be authorized by the State Program Manager (SPM). A full description of the Scope of Services and payment schedule is contained in the following attachments which are made a part of this Contract:

Attachment I –Scope of Services for Building/Construction Management Services

Attachment II – Rate Schedule

Attachment III- Clauses Applicable to Federal Emergency Management Agency (FEMA) funded services

NOTE: Attachment III is applicable only to services performed in connection with projects which are funded by FEMA, To the extent that Attachment III contradicts or is broader than existing language in the Contract, Attachment III will prevail in connection with FEMA funded projects.

Attachment IV-Service Level Deliverables and Performance Measures

Attachment V-Parent Company Guarantee

NOTE: The Contractor may not be the exclusive provider of any of the tasks in Attachment I –Scope of Services for Building/Construction Management Services. The Contractor will provide Building/Construction Management Services as assigned by task order from the State Program Manager (SPM). There is no guarantee of any quantity of work and the Contractor may only be assigned services for a portion of the Program applicants.

1.1 GOALS AND OBJECTIVES

The goals and objectives under this Contract include the following:

1. Provide Program services to meet the OCD's business requirements.
2. Provide operations management and application processing functions for the Program.
3. Provide long-term compliance and monitoring of completed Program applications.
4. Provide timely response to ongoing Program services requirements, including Action Plan modifications on short notice. Such responses should result in the rapid problem solving following known and established processes.
5. Provide comprehensive and proactive quality assurance and quality control functions.
6. Provide management of Subcontractors, if any.
7. Establishment of processes and procedures to close out and/or transition the Program as necessary.

1.2 PERFORMANCE MEASURES

The performance of this Contract will be measured by the State Program Manager (SPM) for, who are authorized on behalf of the State to evaluate the Contractor's performance against the criteria in Attachment I and any communications from the State Program Manager.

1.3 MONITORING PLAN

The State Program Manager, or designees, will monitor the services provided by the Contractor and the expenditure of funds under this Contract. The monitoring plan is as follows:

1. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in the Scopes of Services and any directions from the SPM.
2. For each home, the Contractor shall complete all work required under this Contract within 183 calendar days (274 calendar days for reconstruction, with or without elevation) of the latest of: (a) the date of the homeowner executing a grant agreement. (b) a date thirty (30) days following the date of the homeowner executing a grant agreement, if the homeowner has not vacated the home; or (c) a date otherwise approved in writing by the State Program Manager. If the Contractor fails to complete the work within the time specified according to the approved schedule, or any approved extension, the Contractor shall pay to the OCD as a performance penalty, the sum of \$200 for each calendar day of delay.

1.4 CONTRACTOR TASKS AND RESPONSIBILITIES

See Attachment I: Scope of Services for Building/Construction Management Services.

1.5 DELIVERABLES

See Attachment I: Scope of Services for Building/Construction Management Services.

1.6 SUBSTITUTION OF KEY PERSONNEL

Personnel identified in the Proposal and other key personnel, including the Contractor's Program Director and Senior Manager(s), assigned during the term of this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally

qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors which are beyond the Contractor's reasonable control, (excluding assignment to a project outside this Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by this Contract or by the State Program Manager. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted proposal.

2 BACKGROUND CHECKS

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities or construction sites, either through on-site access or through remote access. Background checks shall be conducted via the Request for Criminal Record Check form and procedure found at:

Bureau of Criminal Identification and Information
Baton Rouge, LA 70896-6614
225-925-6095

http://www.lsp.org/who_support.html#criminal
<http://www.lsp.org/pdf/crAuthorizationForm.pdf>

OCD may approve the use of alternate sources for background checks upon request of the Contractor for good cause.

Before the Office of Community Development will permit onsite access to the Contractor, any subcontractor, any of their employees or authorized representatives, the Contractor must provide written confirmation that the background checks have been conducted with a "no findings" result.

Drug Screening

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities and information, either through on-site access or through remote access. The Contractor must provide written confirmation that the drug tests have been conducted with no "findings" result.

3 ADMINISTRATIVE REQUIREMENTS

3.1 TERM OF CONTRACT

The Contract shall begin on August 1, 2022 and shall end on July 31, 2025 unless terminated earlier in accordance with provisions herein. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

3.2 STATE FURNISHED RESOURCES

eGrants version 4.1 shall be provided as the Grant Management System (the system of record and the program application used for processing applicants during the application process) and hosted by the State. If applicable, the Contractor shall provide design documentation and requirements to the State for any customization required for the eGrants system to perform the services of this Contract. Upon State's approval, the State, with support from the Contractor, will work with appropriate software vendors to implement the request(s).

Additional software or licenses required to perform the services of this Contract, subject to approval from the State, will be reimbursable as an ODC. Any such software will be hosted by the State. Upon termination of this Contract such software and licenses shall be transferred to the State.

Any end-user facing equipment (such as tablets or PC's), software, personnel in support of that equipment (i.e. Helpdesk), and any network connectivity to the end user facing equipment are the responsibility of the Contractor. This will include any network equipment required to establish network connectivity via full peer-to-peer VPN tunnel connecting back to the State provided hosting environment (split tunnels will be strictly prohibited).

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

Contractor shall immediately notify the SPM in writing of circumstances where the nature or quantity of any resource provided under this section, or the failure of the State to provide resources required under this section, is preventing the performance of Contractor's obligations under this Contract. In the event that Contractor fails to provide such notice to the SPM, the Contractor may not base any delay or lack of performance under this Contract on the nature or quantity of resources provided under this Section or failure to provide required resources.

3.3 LICENSES AND PERMITS

Throughout the term of the Contract, the Contractor shall secure and maintain any and all licenses and permits required by law, including, but not limited to, a Residential Contractor's license and a Commercial Contractor's license with a Building Construction classification, issued by the Louisiana State Licensing Board for Contractors as well as pay inspection fees required to perform the work required to complete this Contract.

3.4 SECURITY

Contractor's personnel and subcontractors shall always comply with any applicable security regulations in effect at the State's premises, and externally for materials belonging to the State or to the Program. The State is responsible for providing written copies of the State's security regulations to the Contractor. The Contractor is responsible for reporting any known breach of security to the State promptly.

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State's information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the link below:

<http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

3.5 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is 82-3063616, and State tax identification number 9705930001.

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

3.6 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract

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

The obligations under Section 3.6 and its Subsections shall survive the termination or expiration of the Contract.

3.6.1 Confidential Information Of Applicants

All information (including, but not limited to, an applicant's photograph or photographic likeness) acquired by the Contractor or its Subcontractors, from whatever source, relating to individual applicant's application and related processing for any grant, or other Program administered under this Contract ("Confidential Applicant Data") shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the State by the Contractor in its performance of this Contract.

Other than as directed in writing by the State, only the Contractor's employees and Subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in Section 3.6.2. below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

3.6.2 State's Procedural Requirements

The State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from Database or Open Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the Contractor's own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of use. The Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, the Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 3.6 and the Subsections thereof. The obligations under Section 3.6 are in addition to, and not in place of, the items outlined under Attachment I, Scope of Services for Building/Construction Management Services.

3.6.3 Duties To Monitor And Report Security Breach Or Unauthorized Release, Use Or Release Of Information

The Contractor and its Subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential

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

In the event of unauthorized access to or disclosure of information, the Contractor, as well as any Subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable state or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Data.

3.6.4 Third Party Requests For Release Of Information

Should third parties request the Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail and via facsimile to the representative designated in writing by the State as the State contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from Database or Open Records Requests, as promulgated or as hereafter modified by the State. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OCD, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by the Contractor or its Subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms associated with this Section may not be "marked up" by the Contractor as it is against the law for a non-law firm to share in legal fees.

3.6.5 Subcontract Agreements

The Contractor shall require agreements with all Subcontractors include the provisions of Confidentiality, Section 3.6 and its Subsections. OCD shall be provided copies of such Subcontractor agreements upon request. All Subcontractor agreements will follow the provisions of this contract and incorporate same by reference.

3.6.6 Non-Confidential Data And Data Obtained From Third Parties

In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, the Contractor and Subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Data may be obtained from insurance companies and other third parties.

3.6.7 Limitations On Copying; Delivery Of Confidential Information To The State; Destruction Of Database; Obligations Against Use And Disclosure

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the State. The Contractor and Subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with Sections 29 of the Contract, as between the Contractor and the State, all Confidential Information is deemed to be the property of the State.

Upon termination or expiration of the Contract, all databases and other storage media containing Confidential Applicant Data shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. The Contractor and Subcontractors shall not keep any copies of the Confidential Applicant Data in any medium format; upon delivery of the Confidential Applicant Data to the State under this provision, the Contractor and applicable Subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum amount of \$22,100,000.00.

The maximum amount of this contract is based on the following assumptions, stated herein for information purposes only:

Homeowner grants under Solution 1 - \$17,000,000
Building/Construction Management - \$5,100,000

4.1 PAYMENT TERMS

Contractor may submit invoices, not more frequently than biweekly, in accordance with the rate schedules provided in Attachment II, Rate Schedule. It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this Contract or in quantum meruit, unless an exception is granted by the SPM prior to the expiration of the sixty (60) days. Any exception granted by the SPM may include a 25% reduction to the amount of the invoice submitted late. Payments are predicated upon successful completion and approval by the State of the described tasks and deliverables as provided in the Contract and any communications from the State Program Manager. Payments will be made to the Contractor after acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 work days of the receipt of the invoice. The Contractor shall submit its request to OCD on an invoice form as approved by the OCD. The Contractor shall transmit the invoice and required supporting documentation, as defined by the OCD, to the SPM, as designated within the contract. Payment will be made only on approval of the State Program Manager or designee and the OCD Finance Manager, or designee.

Invoices shall be submitted to Office of Community Development, OCDFinance@la.gov.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of Services actually performed and/or supplies furnished.

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

4.1.1 Payment for Services Provided on a BCM Fee Price

Payment for services performed on a BCM fee price basis will be made based on invoices submitted to the State documenting the authorized cost of construction for each SOW being billed and the associated fee per Attachment II, Rate Schedule. All invoices are to be supported by documentation including, but not limited to, a description of the service, the authorized bill rate, the applicant for which the services were provided, date provided, etc. The BCM fee will not be paid until the SOW for the home is complete and accepted by OCD.

The price for each BCM fee -price service shall be fully burdened and include and include all labor, travel and project expenses to provide the service.

NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL, UNLESS EXPRESSLY ALLOWED AS AN OTHER DIRECT COST.

4.1.2 Payment for Other Direct Costs

Contractor may be reimbursed for Other Direct Cost (ODC) expenses within the scope of the Contract as described in Section 4.3. Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC. The Contractor shall not attach any fee or other "mark-up" to the ODC.

4.1.3 Payment for Construction Activities (Grant Proceeds)

For each completed (rehabilitation) home, the OCD shall pay the Contractor the approved Xactimate SOW price.

Once the value of work performed on a home reaches 50% of the work to be completed, and when work done to-date meets the standards of quality established under the Contract, as certified by the Contractor, OCD shall make a progress payment to Contractor equal to 50% of the SOW (less the corresponding BCM fee from Attachment II, Rate Schedule.). Any escrowed funds must be drawn prior to payment from OCD upon approval of draw request from OCD.

The remaining balance of the SOW due to the Contractor for a specific home (minus any delay penalties imposed on the Contractor due to construction delays), including the agreed-upon Contractor BCM fee associated with the project, will be paid after:

1. Completion and final acceptance of all work on the home; and
2. Delivery of all Program required documentation; and
3. Presentation of release of all claims against the OCD arising from the work on the home.

If the SPM determines evidence is necessary to substantiate claimed costs, the SPM may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor.

Any request for payment must reflect the amount of any escrowed homeowner funds. Upon approval of a payment request by SPM, Contractor may draw the escrow funds.

4.2 OTHER DIRECT EXPENSES

Other Direct Costs (ODCs) may include extraordinary costs not covered by the BCM fees or Xactimate costs and approved in advance by the SPM and the OCD Finance Manager.

Wire communication devices (cell phones, GPS, wireless cards, etc.) for purposes of remote communication for FTEs performing field based work CANNOT be charged by the Contractor as an ODC, but must be included in the BCM fees proposed.

Xactimate and XactAnalysis must be included in the BCM fees proposed and will not be allowed as an ODC.

4.3 DISPOSAL OF ODC EQUIPMENT, LICENSES ETC.

Contractor shall have any new contractual agreement to be paid as an ODC, including leases and software licenses, assignable to the State at the termination of the Contract. Contractor shall make timely and diligent efforts to have all existing contracts and software licenses amended, if necessary, to make the existing contract or software license assignable to the State at the termination of the Contract.

All items, movable or immovable, corporeal or incorporeal, which constitute Other Direct Costs under any part of the Contract or any exhibit thereto, or were otherwise paid by the State, which have not by their nature been entirely consumed by the date of the termination or expiration of the Contract, shall at the State's direction be delivered to the State, including but not limited to all furniture, equipment, and any unexpired licenses or contractual rights, which shall be assigned to the State or its assignee at the State's direction.

For any unexpired license or contractual right, in the event that the license or contractual right has been paid for by the State as an ODC but is not assigned to the State at the termination of the Contract, Contractor must remit to the State the replacement cost at the time of Contract termination relating to the license or contractual right.

4.4 NO GUARANTEE OF QUANTITIES

The scope and quantities referenced in the contract are estimated to be the amount needed. The State does not obligate itself to Contract for or to accept more than its actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds.

The State reserves the right to increase or decrease quantities, as appropriate, at the BCM fees stated in the Contract.

4.5 DELIVERABLES/PENALTIES

Performance measures, benchmarks, and/or penalties will be defined in ensuing OCD directives. Contractor shall provide a policy on background check passage criteria by 30 days after the beginning of the Contract. Contractor shall pay to the OCD as a delay penalty, the sum of \$200 for each calendar day of delay.

For each home, the Contractor shall complete all work required under this Contract within 183 calendar days (274 calendar days for reconstruction, with or without elevation) of the latest of: (a) the date of the homeowner executing a grant agreement. (b) a date thirty (30) days following the date of the homeowner executing a grant agreement, if the homeowner has not vacated the home; or (c) a date otherwise approved in writing by the State Program Manager. If the Contractor fails to complete the work within the time specified according to the approved schedule, or any approved extension, the Contractor shall pay to the OCD as a performance penalty, the sum of \$200 for each calendar day of delay.

See Attachment IV, Service Level Deliverables and Performance Measures, for additional deliverables. Penalties under this Section, Deliverables/Penalties, will be deducted from pending payments due to the Contractor. In the event that penalties exceed payments due to the Contractor, the Contractor shall remit the balance to the OCD. Penalties under this Section are for performance purposes and do not represent any form of damage payment.

5 TERMINATION

5.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting Contractor will be considered.

Contractor may terminate this Contract for cause based upon the failure of State to comply with the terms and/or conditions of the Contract; provided that the Contractor shall give the State written notice specifying the State's failure. If within thirty (30) days after receipt of such notice, the State 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 Contractor may, at its option, place the State in default and the Contract shall terminate on the date

specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the contract.

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.

5.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

6 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 or inactions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property to the extent caused by Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State or any third parties not under the control of the Contractor.

In addition to the foregoing indemnification agreement, Contractor specifically agrees to defend, indemnify and hold harmless the State against all claims, suits, losses or damages ("claims") arising out of or relating to reconstruction, rehabilitation, construction, new construction, demolition, and/or elevation work performed by Contractor, its agents, employees, partners or Subcontractors, including without limitation, from construction defects or improper construction and/or from the delays in the completion of work related to the applicable home; provided however, that this provision shall not apply to the extent that a claim arises out of the fault of a third party over which the Contractor had no control and which the Contractor could not reasonably anticipate and prevent.

Contractor specifically agrees to defend, indemnify and hold harmless the State against all claims, suits,

losses or damages (“claims”) arising out of any liens which may have been or may be asserted by any person or entity who performed reconstruction, rehabilitation, construction, new construction, demolition, and/or elevation work in connection with the Program. At the State’s option, counsel providing the defense of the State shall be selected by the State.

6.2 WARRANTIES

The Contractor shall indemnify the State against any loss or expense arising out of any breach of any specified Warranty.

Warranties may be added, revised, modified, or, all of the foregoing based on the services to be provided by the Contractor. Warranties may also be added or modified in the ADDITIONAL TERMS and CONDITIONS of any executed Task Order(s). In addition, Contractor will provide homeowner a one (1) year (from the date final inspection complete) Contractor warranty on all Construction Activities (For reconstruction, the Louisiana New Home Warranty Act will apply.)

6.3 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT

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

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

6.4 INDEMNITY RELATING TO SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits,

lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due 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.

6.5 DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

7 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

8 FUND USE

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

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

9 ASSIGNMENT

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

10 RIGHT TO AUDIT

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including HUD, FEMA, HUD-OIG, FEMA-OIG, the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the

State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by OCD.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State may require the Contractor to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor's activities performed under the Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

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

11 CONTRACT MODIFICATION

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

12 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of neither the Contractor nor the Subcontractor to the State and/or State Agency for any breach in the performance of the Contractor's or Subcontractor duties. Contingent on verification that no Subcontractor has been debarred, the State hereby approves the following Subcontractors to provide or perform any part of the Services under the Contract as provided for in the proposal.

DSW Homes, LLC

SLSCO, Ltd.

Excel Contractors, LLC

MAPP, LLC

Ducky Recovery, LLC

CF Breeze Construction, LLC

Livers Construction, Inc.

RC Herndon Consulting, LLC

The Luster Group, LLC

Thompson Construction, Inc.

Elite Southern Solutions, LLC

E.P. Breaux Utility Services, LLC

PWR, LLC

Subcontracts shall not include language which restricts the Contractor's obligation to pay for services performed or materials provided under a subcontract to when the Contractor has been paid under this Contract, except for circumstances where the reason for the lack of payment to the Contractor is due to deficient performance or lack of performance by the particular subcontractor from which the Contractor seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Contractor shall not enforce such language.

Neither the Contractor nor any of its subcontractors shall also contract for services under the separate Quality Assurance/Quality Control (QA/QC) contract entered into by State for program monitoring services. The Contractor shall not contract with any other subcontractor(s) without the express written approval of the State.

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor and its subcontractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' 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.

The Contractor and its subcontractors shall not 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, age or disabilities.

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

14 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.

15 GENERAL COMPLIANCE

The Contractor will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>. These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Contractor shall consent to, the amendment of this Contract to expressly

include contractual provisions referencing any mandatory requirements if not already set forth in this Contract, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Contract.

16 FINANCIAL MANAGEMENT

Contractor shall agree to comply with 2 CFR § 200 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

17 DOCUMENTATION AND RECORD KEEPING

Contractor shall maintain all records required by the Federal regulations specified in 44 CFR §13.42, 24 CFR §570.506, 24 CFR §570.402, 24 CFR §84.21, and/or 24 CFR §85.21 that are pertinent to the activities to be funded as proposed.

Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the Contract. The Contractor is responsible for having all Subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by OCD.

18 PROHIBITED ACTIVITY

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all Subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

18.1 HATCH ACT

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

19 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained in 44 CFR§ 13.36, 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Agreement or in any activity or benefit, which is part of this Agreement.

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

20 LABOR STANDARDS

For the CDBG Programs: Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

21 ENVIRONMENTAL CONDITIONS

For CDBG Programs: Contractor shall comply, insofar as they apply to the performance of this agreement, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58 (for CDBG Programs). Contractor shall also comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B; and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470). In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-recipient shall ensure that for activities located in an area identified by the Federal Emergency Management (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition and construction purposes.

22 HISTORIC PRESERVATION

Contractor shall assist the Office of Community Development in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

23 UNIFORM RELOCATION ACT

Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

24 CLOSE-OUTS

Contractor shall agree to comply with the requirements of 44 CFR § 13.50 and 44 CFR § 13.42 (FEMA) and/or 24 CFR §570.509 (CDBG) for project closure. Contractor's obligation to OCD shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Final request for payment
3. Federally-owned property report
4. Disposing of program assets

25 INSURANCE

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

Contractor's Insurance:

The Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the BCM fees.

Minimum Scope and Limits of Insurance

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

Commercial General Liability 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 \$5,000,000. 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.

Professional Liability (Errors and Omissions): Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

Automobile Liability: Automobile Liability Insurance shall have a minimum combined single limit per accident of \$2,000,000. 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.

Cyber Liability: Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

Bonding/Builder's Risk: Before commencing work, the Contractor shall furnish the State with a certificate of insurance evidencing that Builder's Risk Insurance (fire and extended coverage) on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force with limits of liability of at least \$1,000,000 per occurrence. The Builder's Risk Insurance shall be for the benefit of the Contractor and the OCD as their interests may appear and each shall be named in the policy or policies as an insured. Policies shall furnish coverage at all times for the full cash value of all completed construction, previously existing structures, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the OCD. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the homeowner.

Contractor will be required to obtain Performance and Payment Bonds in the amount of \$1,000,000 for the construction services provided. Contractor must deliver to State within seven (7) business days of contract execution a performance bond with Power of Attorney, on the forms provided, in an amount equal to \$1,000,000 and agrees that this bond will be secured by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

Contractor hereby agrees and acknowledges that failure to perform and timely pay its laborers, suppliers and subcontractors in accordance with the Contract may result in forfeiture of Performance and Payment Security.

Deductibles and Self-Insured Retentions

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

25.1 OTHER INSURANCE PROVISIONS

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

- A. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages** – OCD, 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 the OCD, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the OCD shall be excess and non-contributory of the Contractor's insurance.

- B. Workers' Compensation and Employers Liability Coverage** – To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.

- C. All Coverages** – All policies must be endorsed to require 30 days written notice of cancellation to the OCD. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OCD for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the OCD, its officers, agents, employees and volunteers.

- D. Acceptability of Insurers** – All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

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

The Certificate Holder shall be listed as follows:

State of Louisiana
Office of Community Development, Its Officers, Agents, Employees and Volunteers
617 N. Third Street, 6th Floor
Baton Rouge, LA 70802
Building/Construction Management Selected Services

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. OCD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the OCD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

- F. Subcontractors** - Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. OCD reserves the right to request copies of all subcontractor's Certificates at any time.

26 SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

27 APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

28 DRUG-FREE WORKPLACE REQUIREMENT

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

29 OWNERSHIP OF DOCUMENTS

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, is subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor. The OCD will provide specific project information to Contractor necessary to complete Services described herein.

All records, reports, documents and other material delivered or transmitted to Contractor by the 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.

30 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.

31 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.

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

32 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.

33 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 will provide such standards and policies to Contractor as a pre-condition of this stipulation.

34 COVENANT AGAINST CONTINGENT FEES

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

35 CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS

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

In addition to the Louisiana Ethics Code, the Contractor and all its subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a subcontractor will be determined based on the value of the Contract between the State and Contractor.

36 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

37 ENTIRE AGREEMENT CLAUSE

This contract, together with the Emergency RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Emergency RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

38 ORDER OF PRECEDENCE

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

39 NOTICES

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To OCD:

Executive Director
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, LA 70804

To Contractor:

Robert M .Rice
President
Lemoine Disaster Recovery, L.L.C.
1200 Brickyard Lane Suite 300
Baton Rouge, LA 70802
(337)-316-1496
Mike.rice@1lemoine.com

40 NO THIRD PARTY BENEFICIARIES

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

The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and Contractor. This section does not affect the indemnity and insurance obligations under this Contract. The warranty requirements under construction activities are not limited by this Section and a homeowner, through the individual grant agreement, will have a direct right against the contractor for any warranty claim. However, that right shall not limit the State and Contractors ability to amend or modify or terminate this Agreement without the consent of the homeowner.

41 PUBLIC COMMUNICATIONS

The Contractor shall not issue or participate in any public communications, public meetings, or communications with elected officials or their representatives regarding the Program and/or Contractor's activities under this Contract without the prior consent of OCD. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to OCD for approval prior to issuance. Furthermore, the Contractor must receive prior written approval from OCD prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor's activities under this Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor shall coordinate activities regarding the Program with the relevant OCD personnel, such as OCD personnel in environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor shall not have any communication with federal or other state and/or local government agencies regarding the Program and/or the Contractor's activities under this Contract without the prior consent of OCD.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of this Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under this Contract.

42 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.

43 COPYRIGHT

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

44 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.

45 NO AUTHORSHIP PRESUMPTIONS

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

46 ADVERTISING

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

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

47 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.

48 COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the Emergency RFP or Emergency 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 not limited, to the Commissioner of Administration's authority in procurements matters.

49 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.

50 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.

51 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

52 CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access

must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

53 OTHER REMEDIES

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

Balance of this Contract left blank intentionally.

THUS DONE AND SIGNED on the date(s) noted below, but effective as of the date given above:

By: 
Name: Patrick W. Forbes
Title: Executive Director
Date: 8.16.22

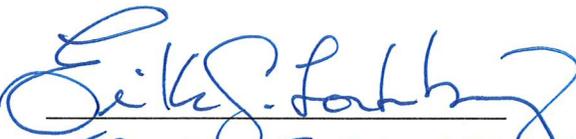
OFFICE OF COMMUNITY DEVELOPMENT

By: 
Name: Desiree Honoré Thomas
Title: Assistant Commissioner
Date: 8/16/2022

DIVISION OF ADMINISTRATION

By: 
Name: Robert Michal Rize
Title: President
Date: 8-12-22

Lemoine Disaster Recovery, L.L.C.

By: 
Name: ERIKA G. FORTENBERRY
Title: CHIEF FINANCIAL OFFICER
Date: AUGUST 12, 2022

Lemoine Company, L.L.C. (Guarantor)

Attachment I

Scope of Services for Building/Construction Management Services

2.1 Scope of Work

The Louisiana Division of Administration, Office of Community Development (hereinafter referred to as the "OCD") requires services to support the Building/Construction Management selected services for any federal or state funded (in whole or in part) grants awarded or administered by OCD.

OCD requires the Contractor to offer comprehensive services that (1) are based on an understanding of the Program as outlined in the relevant Action Plan(s), http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx and/or other federal program resources, (2) provide the scope and breadth of services that are responsive to the present and future needs of the Program and (3) ensure all work is performed in a timely manner in accordance with programmatic, statutory, and regulatory requirements.

The Building/Construction Management (BCM) services will include successfully completing all homeowner appointments/visits, including scheduling and rescheduling phone calls and emails, all progress and other building inspections, coordination/communication with the OCD Program Management contractor(s), BCM subcontractors and/or OCD as needed, reconstruction, rehabilitation, new construction, elevation, housing plans, permits, local fees and all other activities necessary to complete the SOW, long with demolition activities (collectively "Construction Activities") for eligible homeowners given a construction assignment. This includes entering into appropriate arrangements with subcontractors and third party vendors, obtaining permits, disbursing funds to those subcontractors/vendors and monitoring compliance with all local, State and Federal laws and regulation and policies pertaining to these activities under the Program.

Contractor shall provide quality and timely construction management and construction services for disaster housing assistance under the Program, according to the approved scope of work (SOW) for construction for each property where the eligible homeowner chooses to have the state contract for and manage the repairs to their home. The Contractor shall furnish all necessary labor, materials, tools, equipment, all necessary water, heat, electricity, light, sanitary facilities and transportation necessary for performance of the work. All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the project scope of work approved by OCD. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the BCM services and will be paid only on completion of work and draw schedule.

Due to age, physical condition and maintenance needs, much of Louisiana's existing housing cannot withstand the increased frequency or intensity of disasters. OCD's intent is to approach the construction and/or repairs with the intent to achieve the most resilient and efficient structure possible with a focus

on durability, serviceability, and sustainability. The state expects that the final construction will result in a structure that is:

1. Minimally impacted by future disaster (flood, hurricane, etc.) due to construction methods and materials used.
2. Minimizes post-disaster displacement by allowing the occupant to rapidly re-inhabit the affected structure.
3. Utilizes building systems and components that contribute to the state's overall expectation of longevity, safety, and environmental impact.

Contractor is expected to provide adequate resources for the timely completion of this contract. OCD will define milestones and deadlines for the work (including the scheduling of construction with the homeowner) and the Contractor shall perform to meet these timeframes and will be subject to penalties for failure to meet those requirements. Individual homes, rehabilitation (repair) shall be completed and have their grant awards closed-out within 183 days of homeowner's grant execution. Reconstruction homes (with or without elevation) will be allowed a maximum of 274 days from the homeowner's grant execution.

The Contractor is required to take affirmative steps to maximize use of Section 3 low- and very low-income residents and eligible businesses to the greatest extent feasible. See

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchResults.action?metropolitanArea=METRO12940M12940> for a list of Section 3 businesses.

See 23 CFR Part 25. The Contractor is required to take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, disadvantaged business enterprises and labor surplus area firms, are used when possible. See 2 CFR Part 200.321.

The Contractor is also encouraged to hire/employ as many local residents/enterprises as is consistent with providing efficient effective services under the contract(s). This includes both Contractor and subcontractor personnel.

Based on current available resources, it is anticipated that to ensure completion of this work and return Louisiana citizens to their home in a reasonably timely manner, the selected Contractor will be expected to staff its operations and secure sufficient resources to assist OCD with BCM services for approximately 2500 homes. The scope of services presented is based upon circumstances existing currently. The State reserves the right to modify or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of the Contract, subject to the approval of the OCD State Program Manager and the Office of State Procurement (OSP).

2.2 Tasks and Services

This section provides a detailed list of tasks and services the Contractor will be responsible for providing under the Contract.

Building/Construction Management

At a minimum the State expects the Contractor to execute the following tasks as part of the overall Contract as it relates to building/construction management:

1. Provide quality and timely construction management services for disaster housing assistance, including inspection and work write-ups, interim progress inspections and payments, through to final inspection, close-out/certificate of occupancy.
2. Provide all necessary services and act as a consultant to the OCD; procure all necessary building permits; housing plans; elevation certificates; obtain all necessary materials and perform the Construction Activities (and/or employ the additional services of subcontractors); coordinate all related inspections; obtain occupancy permits; manage and control construction costs to not exceed the SOW; provide OCD any and all documentation necessary to demonstrate completion of work and address grant program requirements; etc.
3. Conduct pre-construction meeting with the homeowner to discuss work to be done, anticipated timelines, and to communicate homeowner rights and responsibilities.
4. Provide an official certificate of occupancy (or local jurisdiction equivalent) upon completion of all work to the homeowner and retain this certificate on file.
5. The Contractor shall warrant for a period one year from final acceptance that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. (For reconstruction, the Louisiana New Home Warranty Act will apply.)
6. Understand and ensure all construction meets local and state building codes, ordinances and established/routinely enforced policies, conducting progress and final inspections and approval of payments accordingly. Contractor shall also comply and maintain appropriate documentation to ensure that all requirements of HUD and the CDBG program for repairs and new construction are met, including (but not limited to) those related to the use of recycled materials, minimum standards, mold remediation, lead-based paint, asbestos, floodplain management requirements, and those found in the HUD CPD Green Building Standards, including but not limited to Green Building Retrofit Checklist.
7. Coordinate with local/state building code enforcement officials, as necessary, to facilitate and ensure timely permitting, approvals, and inspections. The Contractor shall secure and pay for ALL permits, fees, elevation certificates, and licenses necessary for the proper execution and completion of the work. The cost of all such work, etc. shall be included in the BCM fee.
8. At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who has authority to act for the Contractor.

9. Report to the State any evidence of fraud or potential criminal activity as soon as possible but no later than two (2) workdays from discovery.
10. The Contractor shall at all times keep the work area, including storage and outdoor areas, free from accumulations of waste materials, and shall broom-clean the work site daily. After completing the work and before final inspection, the Contractor shall leave the work area in a clean, neat, and orderly condition; perform all specified tests; and, deliver the installation in complete and operating condition.
11. Develop, produce and maintain all required documentation required by HUD and OCD. Timely upload of documentation to System of Record, including but not limited to, building permits, change order documentation (e.g. scope, homeowner acceptance, etc.), warranty and/or warranty acknowledgment for New Home Warranty Act (as applicable), final acceptance signed by homeowner, certificate of occupancy and/or "no permit required" document (as applicable), post elevation certificate, Green Building Standard documentation (e.g. forms, checklists, certifications, reports, as applicable).
12. For each home, prepare and submit to the homeowner a practicable schedule, not to exceed 183 calendar days (274 calendar days for reconstruction), showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form suitable to indicate appropriately the percentage of work scheduled for completion by any given date during the period.
13. For each home, the Contractor shall complete all work for the agreed upon SOW. No adjustment in price will be made for differing or unknown site conditions, whether unforeseen or not, encountered during construction without the prior written approval of OCD.
14. Closely monitor all construction timelines and provide the State with weekly briefings and written reports that at a minimum outline the number of homes assigned, where they stand within the process, anticipated project completions in the current and following month, and any issues standing in the way of or slowing construction efforts beyond anticipated timelines. OCD may add additional reporting requirements as required and in their sole discretion.
15. Upon completion of the construction, document and obtain photos and other evidence (as defined by OCD) of completion of items approved in the project scope of work to obtain payment and demonstrate project completion.
16. Responsible for the timely coordination with homeowner for selection of finishes, fixture and cabinet styles and any other options available to the homeowner. The Contractor is precluded from alternative contract arrangements with the homeowner to upgrade fixtures, equipment, finishes, etc. beyond that allowable under the Program.
17. Provide all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable local, state and federal codes and regulations as amended by any waivers.

18. In performing this contract, ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation; protect the lives, health, and safety of other persons; prevent damage to property, materials, supplies, and equipment; and, avoid work interruptions.
19. Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1925.
20. Provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against theft, damage by dampness and cold, to dry out the work, and to facilitate the completion of the work.
21. Preserve and protect all structures, equipment, utilities and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
22. Maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to OCD inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract. The Contractor shall keep on the work site a copy of any drawings, specifications, permits, etc. and shall at all times give the SPM access thereto.
23. Prior to final acceptance of the work, for each home, the Contractor shall schedule an inspection with the homeowner. Any deficiencies will be noted and initialed by all parties. The Contractor will determine the final punch list items; meet with the homeowner to provide a copy and explain the final list; and, allow no more than 14 days for the Contractor to complete those items of work. The responsibility for water, electricity, etc. remains with the Contractor until the punch list is complete (when required). The Contractor's responsibility will terminate when all work has been completed, the final inspection made. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.
24. The Contractor shall warrant good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.
25. Provide all homeowner communications, meetings, emails, phone calls, etc. necessary to completing their SOW.
26. Provide all necessary construction inspections, including for homeowners changing from Solution 2 to Solution 1.
27. Provide all necessary communication with OCD Program Management contractor(s), BCM subcontractors and/ or OCD concerning all BCM activities.
28. Submit, on forms provided by the OCD, periodic estimates showing the value of the work performed during each period based upon the breakdown of the approved Xactimate estimate.

29. BCM fees should include all of Contractor's overhead and profit margin, inclusive of overhead related to staff time dedicated to managing and satisfying the scope of work requirements, tasks and services requirements, project requirements and performance requirements listed and described in this Emergency Contract, and, in particular, coordination of communication between Contractor, OCD, OCD's Program Management contractor, homeowners and other pertinent entities, agencies and/or persons. Communication efforts, with related documentation preparation needs, may be a significant effort depending on project complexity. OCD will not pay for staff time separate and apart from the BCM fee and expects the Contractor to submit BCM fees reflective of Contractor cost in this regard
30. Provide a direct intake system to the Contractor for homeowners to submit warranty claims. The Contractor shall track and report on all warranty claims, including dates of claim and responses; nature of complaint, investigation of claim; and the particular of resolution of dispute of the claim. This requirement will extend past the termination of the claim throughout the pendency of any warranty claims

2.3 Deliverables

Tasks to be accomplished under BCM services will be addressed in the contract or communicated by OCD to the Contractor and will include associated deliverables, performance measures, and timelines, among other requirements. OCD will define milestones and deadlines for the work (including the scheduling of construction with the homeowner) and the Contractor shall perform to meet these timeframes and will be subject to penalties for failure to meet those requirements. In general, it is anticipated that rehabilitation (repair for individual homes shall be completed and have their grant awards closed-out within 183 days of the homeowner's acceptance of the grant award. Reconstruction homes (with or without elevation) will be allowed a maximum of 274 days.

OCD will designate a State Program Manager (SPM) for this contract that will serve as the principal point of contact for the Contractor. The Contractor shall be the single point of contact for all subcontract work.

Changes and additions to deliverables will be made upon thirty (30) days prior written notice to Contractor, subject to mutual agreement of the parties, State may (i) add or delete deliverables and/or (ii) modify existing deliverables, all pursuant to agreed upon procedures.

2.4 Technical Requirements

Not applicable to this Emergency Contract.

2.5 Project Requirements

Contractor's General Requirements (for **Solution 1- Turnkey (Full Service)**) - Contractor will provide a "full service" construction support for homeowners who select that option. Once a grant award has been made and the homeowner has selected the **State Solution 1** option, the Contractor will commit to deliver the eligible repairs, elevations or reconstructions within the Scope of Work (SOW) which is developed as part of the scope of work found in Part 2 of this Emergency Contract.

Any additional costs not otherwise approved by the SPM shall be the responsibility of the Contractor. The SOW calculation will be based on the Xactimate software cost estimating tool for rehabilitation. The price per square foot for reconstruction/new construction is detailed by the program in the "Solution 1 Reconstruction Standards and Guidelines" dated 7/29/2022, and is subject to revision by OCD without contract amendment. OCD and the contractor will review the Xactimate software quarterly and determine whether any updates are necessary. Any agreed upon adjustments will be prospective only to grants that have not yet closed. Homeowner association rules must be verified by a copy of the by-laws/covenants stating such restrictions. Repairs may involve complete reconstruction, repair, and/or elevation of existing homes, and will involve bringing homes into full compliance with program guidelines, HUD requirements (Including Green Building standards), and state and local floodplain management requirements and building codes (where applicable).

The Contractor must ensure all workers know and enforce housing policies required by OCD's Program and HUD (including, but not limited to, those addressing mobile homes, minimum standards, mold remediation, lead based paint, asbestos, green building standards, floodplain requirements, Section 504/ADA etc.). Contractor must also both ensure and document compliance with same. Solution 1 services will include resilient construction standards such as fortified roofs and reconstruction homes built elevated to a minimum of 3 feet, as per engineered foundation plans.

The Contractor must follow established processes for all homes scheduled for demolition. Dispose of mobile homes and all demolition/construction debris in accordance with all local, state, and Federal guidelines, regulations, and ordinances. Contractor shall recycle demolition-related materials whenever possible.

The Contractor must conduct site reconnaissance in accordance with established policies and coordinate with eligible applicants a minimum of 72 hours in advance of arrival.

The Contractor will ensure that all contract personnel (from prime to all sub-contractors associated with the contract) are fully trained, licensed (if required) and qualified to perform the tasks to which they have been assigned, and will maintain documented records of same for inspection at the request of OCD.

The Contractor will report to the State any evidence of fraud or potential criminal activity as soon as possible but no later than two (2) workdays from discovery. The Contractor is prohibited from placing a lien on the homeowner's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

The Contractor must provide the State notice on all sub-contractors it intends to hire to accomplish the recovery mission. All sub-contractors must meet state and federal regulatory, compliance and licensing guidelines. Contractor shall also provide evidence of personnel qualifications for review, as required.

Background Check

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities or construction sites, either through on-site access or through remote access. Background checks shall be conducted via the Request for Criminal Record Check form and procedure found at:

Bureau of Criminal Identification and Information
Baton Rouge, LA 70896-6614
225-925-6095

<http://www.lsp.org/technical.html#criminal>
<http://www.lsp.org/pdf/crAuthorizationForm.pdf>

OCD may approve the use of alternate sources for background checks upon request of the Contractor for good cause.

Before the Office of Community Development will permit onsite access to the Contractor, any subcontractor, any of their employees or authorized representatives, the Contractor must provide written confirmation that the background checks have been conducted with a “no findings” result.

Drug Screening

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its subcontractors, who will have access to State facilities and information, either through on-site access or through remote access. The Contractor must provide written confirmation that the drug tests have been conducted with no “findings” result.

Attachment II – Rate Schedule

All construction permitting fees are included in the BCM fees. BCM fees will not be reimbursed as part of interim payments. Contractor will be due the full BCM fee upon completion and acceptance of each repaired home.

BUILDING/CONSTRUCTION MANAGEMENT SOW COST	<i>\$ FEE PER HOME*</i>
Fee for Scope of Work from \$100 to \$2,000	\$600
Fee for Scope of Work from \$2,000.01 to \$5,000	\$1,500
Fee for Scope of Work from \$5,000.01 to \$10,000	\$3,000
Fee for Scope of Work from \$10,000.01 to \$15,000	\$4,500
Fee for Scope of Work from \$15,000.01 to \$30,000	\$9,000
Fee for Scope of Work from \$30,000.01 to \$60,000	\$18,000
Fee for Scope of Work from \$60,000.01 to \$75,000	\$22,500
Fee for Scope of Work from \$75,000.01 to \$100,000	\$30,000
Fee for Scope of Work from \$100,000.01 to \$200,000	\$60,000
Fee for Scope of Work from \$200,000.01 to \$300,000	\$90,000

ATTACHMENT III

CLAUSES APPLICABLE TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

FUNDED SERVICES

Right to Audit / Records Retention

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide OCD, the FEMA Administrator or his authorized representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Discrimination Clause

The contractor agrees 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, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the

contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include this discrimination clause section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that it will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor's Certification of No Federal or State Suspension or Debarment

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts. Contractor shall not employ any sub-contractors pursuant to this contract that are suspended or debarred by any government entity.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOHSEP, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this contract is valid and throughout the period of any contract that may arise from this proposal. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Federal Funds

The Federal Emergency Management Agency (FEMA) is providing funding for this contract. As such, the State and Contractor shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable.

Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Clean Water Act

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

Byrd Anti-Lobbying Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Compliance with Federal Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Copeland Anti-Kickback Act 2 CFR 200

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Clean Air Act 2 CFR 200

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to State of LA- GOHSEP and understands and agrees that the State of LA- GOHSEP will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act 2 CFR 200

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the State of LA- GOHSEP and understands and agrees that the State of LA- GOHSEP will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Contract Work Hours and Safety Standards Act 2 CFR Appendix II (E)

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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ATTACHMENT IV

SERVICE LEVEL DELIVERABLES AND PERFORMANCE MEASURES

*For any deliverable that is time based that the Contractor anticipates will not be met, as soon as the Contractor is aware of circumstances beyond the Contractor's' reasonable anticipation or control which may result in an inability to meet the deliverable, Contractor shall immediately notify the SPM in writing of those circumstances in order to seek an extension of the deadline for such deliverable. All time based deliverables are based on calendar days, including weekends and holidays.

Additional deliverables may be included in specific task orders, after Contract execution.

	<u>Task</u>	<u>Deliverable</u>	<u>Measurement</u>	<u>Penalty Payment</u>
1	Performance Bond	Performance Bond for Contractor as defined in this contract and acceptable to State delivered within 7 business days of contract execution by all parties. Upon any termination or cancellation of bond, proof of replacement must be provided within 7 business days.	Performance Bond obtained	Contractor will provide a Penalty Payment of \$1000 per day beyond 7 business days of contract execution by all parties and per day beyond 7 business days after any subsequent bond termination or cancellation dates.
2	Proof of required Insurance	Approved and accepted proof of insurance	Date of presentation to State Program Manager.	Contractor will provide a Penalty Payment of \$1000 per day beyond 7 business days of contract execution by all parties and per day beyond 7 business days after any subsequent policy termination or cancellation dates.

3	Section 3 Hiring Plan	Approved and accepted Section 3 Plan within 7 business days of Contract execution by all parties.	Date of State Program Manager Acceptance	Contractor will provide a Penalty Payment of \$5000 per week the plan remains unapproved beyond the due date, unless the delay is attributable to the State.
4	Subcontractor Monitoring Plan	Approved and accepted Subcontractor Monitoring Plan within sixty calendar days of Contract execution by all parties.	Date of State Program Manager Approval of Subcontractor Monitoring Plan	If the State Program Manager does not approve the plan within the specified 60-day period, Contractor will have 30 calendar days to cure deficiencies with no penalty. If Contractor does not cure deficiencies within 30 calendar days, Contractor will provide a penalty Payment of \$1000 per week beyond the 30 calendar days cure period.
5	Section 3 Plan Compliance	Ongoing Section 3 Plan Compliance. The report following the Initial Section 3 Hiring Plan is to be presented by (date to be determined). Each quarterly plan must thereafter be submitted for OCD approval, 2 weeks after to the beginning of the quarter, for OCD approval.	Approval and acceptance of Section 3 Activities reflected in quarterly reporting per approved Section 3 Plan reporting requirements.	If the State Program Manager rejects the report on or before 8 business days after submission Contractor will have 15 business days to demonstrate past compliance, absent which Contractor will provide a Penalty Payment of \$1000.00. Repeated successive quarterly rejections of Section 3 compliance report will result in escalated Penalty Payment of \$10,000 per quarter.

6	Public Records Request	All information responsive to a public information request shall be provided to OCD within three (3) calendar days of request receipt, unless an exception to the date required is noted in the request.	Days between requested date and date provided to OCD.	Contractor will pay a Penalty Payment of \$500 per day for each late day until requested information is provided to OCD.
7	Complete individual Solution 1 repairs, with or without elevation, in 183 calendar days	Contractor will complete repairs for homes under Solution 1 in 183 calendar days from grant agreement execution date.	<p>Number of days from grant agreement execution date until completion and acceptance of Solution 1 repair.</p> <p>If Contractor believes revised scope is needed for a specific repair project, Contractor must prepare and submit a change order within 15 calendar days of closing date. If a change order is submitted as described above, the measurement will begin on the date the change order is approved by Second QC review (as noted in the transaction log history of the system of record).</p>	Contractor will provide a Penalty Payment of \$200 per day for each late day until completion and acceptance of repair.
8	Complete individual Solution 1 reconstruction, with or without elevation, in 274 calendar days	Contractor will complete reconstruction for homes under Solution 1 in 274 calendar days from the grant agreement execution date.	Number of days from grant agreement execution date and completion and acceptance of Solution 1 reconstruction.	Contractor will provide a Penalty Payment of \$200 per day for each late day until completion and acceptance of reconstruction.

Attachment V

PARENT COMPANY GUARANTEE

Appearing as Guarantor in this contract is Lemoine Company, LLC, a Limited Liability Corporation (the "Guarantor"), the parent company of Contractor, which by virtue of its ownership of Contractor, will directly benefit from Contractor's performance of its obligations under the Contract. Guarantor hereby unconditionally guarantees the full and timely performance of all obligations and responsibilities of the Contractor under the Contract, and hereby undertakes that if Contractor shall in any respect fail to perform such portions of the Contract, Guarantor warrants the full, faithful, and timely performance of all of any such portions of the work, This Guarantee is in no way conditioned upon any requirement that the State first attempt to enforce any of the guaranteed obligations against Contractor. This guarantee shall survive the termination of the Contract to the same extent that the Contractor has obligations which survive the termination of the Contract. The guarantee shall survive the insolvency, bankruptcy, dissolution, liquidation or reorganization of Contractor. Guarantor shall be solidary liable to the State for any obligations of the Contractor arising out of the contract or relating to the Contractor's performance of the Contract, whether such obligations sound in contract, tort or otherwise.

The liability of Guarantor under this Guarantee shall not be affected or discharged in whole or in part by: (i) Any claim of any lack of authority on the part of Contractor to make and carry out the Contract and/or any claim that the Contract had not been duly executed and delivered by Contractor or are otherwise not binding on Contractor; (ii) Any modification, change, extension, or waiver of any of the terms of the Contract; (iii) Except as to applicable statutes of limitation, any failure, omission, delay, waiver or refusal by the State to exercise, in whole or in part, any right or remedy held by the State with respect to the Contract; provided, however, that Guarantor shall be entitled to assert any defense that Contractor is or may be entitled to assert; or (iv) Any change in the existence, structure or ownership of Guarantor or Contractor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Contractor or any of its assets.

Guarantor hereby waives:

(i) Any obligation of the State to inform or advise the Guarantor of any information regarding Contractor; and (ii) Any other defenses based on the principle of sureties or suretyship.

Demand and Payment. Any demand by the State for payment or performance hereunder shall be in writing and delivered to the Guarantor in accordance with the notice provisions of the Contract. There are no other requirements of notice, presentment, or demand or any other conditions to the enforcement of this Guarantee.

No Waiver; Remedies. Except as to applicable statutes of limitations, no failure on the part of the State to exercise, and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Assignment, Successors' and Assigns. Guarantor may not assign its rights or delegate its obligations under this Guarantee without the prior written consent of the State, which may be granted or withheld in the sole and absolute discretion of the State. The State may assign its rights hereunder to the same extent as and concurrent with any assignment of its rights under the Contract. Subject to the foregoing, this Guarantee shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives.

Amendments, Etc. No amendment of this Guarantee shall be effective unless in writing and signed by Guarantor and the State. The Contractor's consent is not required to amend the Guaranty. The consent of the Guarantor is not required for the amendment of any other provision of the Contract. No waiver of any provision of this Guarantee or consent to any departure by Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by the State. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

Warranties. Guarantor represents and warrants to the State and its successors and assigns that:

- (a) Guarantor is duly organized and validly existing corporation;
- (b) Guarantor directly or indirectly owns 100% of Contractor and Guarantor shall derive direct and indirect benefit from the making of this Guarantee;
- (c) Guarantor has authorized and has all necessary power and authority, corporate and other, to execute and deliver this Guarantee and to perform the obligations of Guarantor, and this Guarantee has been duly executed and delivered by Guarantor and is the valid, binding, and enforceable agreement of Guarantor;
- (d) The execution and delivery of this Guarantee by Guarantor and its performance of its obligations under the Guarantee, do not (and, to the best of Guarantor's knowledge, will not) conflict with any law, rule or regulation, or any agreement, instrument, indenture, deed or any other restriction to which Guarantor is subject or a party, or accelerate or affect any of its obligations thereunder; and
- (e) Guarantor acknowledges and agrees that the State would not have entered into the Contractor but for its receiving this Guarantee from Guarantor.

Dispute Resolution. In the event of any action between the State and Contractor arising out of or relating to the Subcontract, in connection with which the State seeks to initiate an action against Guarantor pursuant to this Guarantee, the parties to this Guarantee agree that such actions shall be governed by the provisions of the Contract regarding venue, jurisdiction, dispute resolution costs and attorneys fees

1st AMENDMENT TO:

PO # 2000687058
AMENDMENT # 1

CONTRACT FOR CONSULTING SERVICES

BY AND BETWEEN

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

AND

LEMOINE DISASTER RECOVERY, LLC

EFFECTIVE August 1, 2023

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 5

3.6 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

2023 SEP 12 PM 12:34
LA OFFICE OF COMMUNITY DEV

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2023 SEP 25 PM 1:19
LA OFFICE OF COMMUNITY DEV

CHANGE AGREEMENT TO:

Page 5

3.6 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State including, but not limited to, the Computer Matching Agreement between the United States Department of Housing Urban Development and the State of Louisiana. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

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CHANGE AGREEMENT FROM:

Page 8

4. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum amount of \$22,100,000.00.

The maximum amount of this contract is based on the following assumptions, stated herein for information purposes only:

Homeowner grants under Solution 1 - \$17,000,000
Building/Construction Management - \$5,100,000

CHANGE AGREEMENT TO:

Page 8

4. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum amount of \$52,100,000.00.

The maximum amount of this contract is based on the following assumptions, stated herein for information purposes only:

Homeowner grants under Solution 1 - \$40,100,000.00
Building/Construction Management - \$12,000,000.00

REASON FOR CHANGE:

To increase contract by \$30,000,000.00 to continue building construction management services for the Restore Louisiana program and update DOA clause.

(Balance of this page left blank intentionally.)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

Virginia Moses 9/13/23
Signature Date

Name: Patrick Forbes *Virginia Moses*
Title: Executive Director *COO*
Office of Community Development

Barbara Goodson 9/25/23
Signature Date

Name: Barbara Goodson
Title: Deputy Commissioner, DOA
Division of Administration

R. Michael Rize 9-8-23
Signature Date

Name: R. Michael Rize
Title: President
Lemoine Disaster Recovery, LLC